

0150-12587-0000

**TRANSMITTAL**

TO  
The Council

DATE  
5/24/2024

COUNCIL FILE NO.

FROM  
The Mayor

COUNCIL DISTRICT  
11

**PROPOSED PERSONSAL SERVICES CONTRACT WITH WASTE MANAGEMENT  
FOR THE LANDFILL DISPOSAL OF GRIT AND SCREENINGS**

Transmitted for your consideration.  
See the City Administrative Officer report attached.



MAYOR  
(Carolyn Webb de Macias for)

MWS/PJH/JVW:jqj/jcy:10240198

# Report From

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

### Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)


To: The Mayor	Date: 05-02-24	C.D. No. 11	CAO File No.: 0150-12587-0000
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Alan Tran – (310) 648-5995 Nancy Lantin – (213) 485-2158	
Reference: Transmittal from the Board of Public Works dated January 24, 2024 updating Bureau of Sanitation and Bureau of Contract Administration Joint Board Report (BPW-2024-0045) dated January 24, 2024			
Purpose of Contract: Landfill disposal of grit and screenings			
Type of Contract: (X) New contract ( ) Amendment, Contract No.		Contract Term Dates: Five years with two five-year renewal options	
Contract/Amendment Amount: \$18,283,407			
Proposed amount \$18,283,407 + Prior award(s) \$0 = Total \$18,283,407			
Source of funds: Sewer Construction Maintenance and Operation Fund			
Name of Contractor: Waste Management of California, Inc.			
Address: 9081 Tujunga Avenue, Sun Valley, California 91352			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 12.50%			
Contractor has complied with:	Yes	No	N/A
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

### RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the President, or two members, Board of Public Works (Board), on behalf of the Bureau of Sanitation, to execute the proposed Personal Services Contract with Waste Management, as approved by the Board on January 24, 2024, to provide landfill disposal services of grit and screenings collected at the Hyperion Water Reclamation Plant for a term of five years, with two five-year renewal options, for a total term of 15 years and a cost not to exceed \$18,283,407, subject to City Attorney approval as to form and compliance with the City's contracting requirements.

### SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute a proposed Personal Services Contract with Waste Management for the landfill disposal of grit and screenings collected at the Hyperion Water Reclamation Plant (HWRP). In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed contract is required as the term of the new contract exceeds three years. Waste Management is currently providing these services under Contract 127303,

Jessica Quach			
JPQ	Analyst	10240198	City Administrative Officer

which is set to expire on June 30, 2024. Approval of the new contract is necessary to avoid any disruption in the provision of these essential landfill disposal services.

## **BACKGROUND**

The City's wastewater treatment plants and wastewater collection systems collect approximately 74,000 to 100,000 pounds of grit and screenings per day from the HWRP and TIWRP plants and facilities. Grit and screenings are solids removed by hydraulic and mechanical methods during the wastewater treatment process and may include materials such as rags, glass, wood, paper, and plastics. These materials are composed of organic and inorganic materials that have high moisture contents and high levels of odor and fecal coliform. Due to the high contamination levels of these materials, the City's landfills are not permitted to dispose of this waste and the Bureau requires the use of a landfill that is permitted to accept and dispose of this waste.

*Contractor Selection Process* – In accordance with Charter Section 1022, the Personnel Department determined that City forces cannot perform the work proposed for contracting. On May 12, 2021, the Board authorized the Bureau to distribute the RFP which was advertised on the Los Angeles Regional Alliance Marketplace for Procurement. As the work proposed for contracting involves only tipping fees for the disposal service and no activities that can be subcontracted, the Mayor's Office approved a waiver of the Business Inclusion Plan. The Bureau held the RFP pre-meeting on August 25, 2021 at which Waste Management was the only contractor that attended. Waste Management was also the only contractor to respond to the RFP. The Bureau evaluated and scored the proposal based on qualifications, cost control and responsiveness. Waste Management was considered as the most qualified proposer based on past experience.

*Scope of Work – the Waste Management landfill* that City employees will haul grit and screenings to is the Simi Valley Landfill, which is approximately 50 miles from the Hyperion Treatment Plant. Waste Management is responsible for operating the landfill and maintaining all applicable permits and regulatory approvals. Waste Management is also responsible for maintaining a backup landfill at the Antelope Valley Recycling and Disposal Facility in Palmdale, California in the event the Simi Valley Landfill can no longer accept grit and screenings for disposal or has reached its disposal capacity. Waste Management will operate and maintain all equipment, machinery, buildings, provide reasonable security, and test and calibrate motor vehicle scales at the landfill. Waste Management will also ensure that the turnaround time for City vehicles entering the landfill does not exceed 30 minutes.

*Term* – The term of the Agreement is anticipated to be effective July 1, 2024, or later, upon full execution of the agreement by all parties through June 30, 2029. There are two five year renewal options so the total maximum term could be 15 years through June 30, 2039.

*Compensation* – As detailed in Article 9 of the proposed agreement, Compensation, Invoicing and Payment, Waste Management will be compensated with an operating fee of \$59.85 per ton disposed at the Simi Valley landfill. This rate is comprised of a base of \$48.60 per ton for tip fees and \$11.25 for State and County taxes and fees. Should the backup landfill at Antelope Valley be utilized, the compensation will decrease to \$53.01 consisting of a \$48.60 per ton tip fee base plus \$4.41 per ton in taxes and fees. This rate will be annually adjusted based on the Consumer Price Index for All Urban Consumers (CPI-U) with a cap of three percent each year. Should Waste Management determine that the operating fee should increase due to changes in law, the City will be informed of any adjustments

within 30 days. Any adjustments are subject to the City's approval. Table 1 below reflects the maximum allowable compensation under the proposed contract is \$18,283,407 as calculated below:

Table 1: Waste Management /Landfill Disposal of Grit and Screenings 15-year Tonnage Calculation of Service Fees					
Contract Year	Estimated Tonnage (per Year) (A)	Tip Fee (per Ton) (B)	State and County Tax and Fees (per Ton) (C)	Total Cost (per Ton) (D) = B + C	Estimated Annual Costs (E) = A x D
1	16425	\$48.60	\$11.25	\$59.85	\$983,036
2	16425	\$50.06	\$11.59	\$61.65	\$1,012,527
3	16425	\$51.56	\$11.94	\$63.49	\$1,042,903
4	16425	\$53.11	\$12.29	\$65.40	\$1,074,190
5	16425	\$54.70	\$12.66	\$67.36	\$1,106,416
6	16425	\$56.34	\$13.04	\$69.38	\$1,139,608
7	16425	\$58.03	\$13.43	\$71.46	\$1,173,797
8	16425	\$59.77	\$13.84	\$73.61	\$1,209,011
9	16425	\$61.57	\$14.25	\$75.82	\$1,245,281
10	16425	\$63.41	\$14.68	\$78.09	\$1,282,639
11	16425	\$65.31	\$15.12	\$80.43	\$1,321,119
12	16425	\$67.27	\$15.57	\$82.85	\$1,360,752
13	16425	\$69.29	\$16.04	\$85.33	\$1,401,575
14	16425	\$71.37	\$16.52	\$87.89	\$1,443,622
15	16425	\$73.51	\$17.02	\$90.53	\$1,486,931
<b>Total Estimated Cost</b>					<b>\$18,283,407</b>

Waste Management shall submit monthly invoices to the City along with monthly tonnages delivered to the landfill as well as truck number and date and time of each load accepted at the landfill. Under the current eight-year contract with Waste Management, the Bureau has expended \$5.4 million to date (as of March 2024 invoices) which is an average of \$686,700 per year on grit and screenings disposal. As such, the cost ceiling in the proposed contract is sufficient to support projected expenditures.

## FISCAL IMPACT STATEMENT

There is no impact to the General Fund as funding is not required in 2023-24. Funding is provided by the Sewer Construction and Maintenance Fund for the current contract. Funding for subsequent years will be provided through the City's annual budget development process. The contract includes a Financial Liability Clause which limits the City's financial obligation to the amount appropriated in the City budget for such expenditures.

## FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies as ongoing revenue will support ongoing expenditures.

MWS/PJH/JVW:jpq:10240198

Attachment – Transmittal from the Board of Public Works dated January 24, 2024.



**BOARD OF PUBLIC WORKS  
MEMBERS**

**AURA GARCIA**  
PRESIDENT

**M. TERESA VILLEGAS**  
VICE PRESIDENT

**DR. MICHAEL R. DAVIS**  
PRESIDENT PRO TEMPORE

**VAHID KHORSAND**  
COMMISSIONER

**SUSANA REYES**  
COMMISSIONER

# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**DR. FERNANDO CAMPOS**  
EXECUTIVE OFFICER

200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012

TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278

<http://bpw.lacity.org>

January 24, 2024

**BPW-2024-0045**

The Honorable Mayor Bass  
City Hall – Room 320  
Los Angeles, CA 90012  
Attn: Heleen Ramirez

**PERSONAL SERVICES CONTRACT – WASTE MANAGEMENT OF CALIFORNIA,  
INC. – LANDFILL DISPOSAL OF GRIT AND SCREENINGS**

As recommended in the accompanying report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE to execute a contract for a term of five years with two, five-year renewal options with Waste Management of California, Inc. for the landfill disposal of grit and screenings. The ceiling cost for this contract is \$18,283,407; and
2. AUTHORIZE the President or two members of the Board will execute the contract

(W.O. S10FPURC)

Fiscal Impact: There will be no impact to the General Fund

Sincerely,

**TJ KNIGHT,**  
Asst. Executive Officer, Board of Public Works

TK:lc

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

JAN 24 2024

AND REFERRED TO THE MAYOR

  
Executive Officer  
Board of Public Works

AND REFERRED TO THE CITY COUNCIL

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
JANUARY 24, 2024

CD: ALL

AUTHORITY TO EXECUTE A PERSONAL SERVICES CONTRACT WITH WASTE MANAGEMENT OF CALIFORNIA, INC. FOR THE LANDFILL DISPOSAL OF GRIT AND SCREENINGS (W.O.# S10FPURC)

### RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and the City Council with the request that the Board of Public Works (Board) be authorized to execute a contract for a term of five (5) years with two (2), five (5)-year renewal options with Waste Management for the landfill disposal of grit and screenings. The ceiling cost for this contract is \$18,283,407;
2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract.

### TRANSMITTALS

1. Copy of the adopted LASAN and Bureau of Contract Administration Joint Board Report No. 1, dated May 12, 2021, authorizing LASAN to distribute the Request for Proposals (RFP), to interview, select and negotiate with the most qualified proposer, and to return to the Board for authority to award and execute any contract(s) to perform the work.
2. Copy of the proposed contract between the City of Los Angeles and Waste Management.

### FISCAL IMPACT STATEMENT

Financing for this contract will be requested through the Hyperion Water Reclamation Plant budget. There will be no impact to the General Fund as a result of the proposed contract. This contract will be funded by the Sewer Construction Maintenance and Operation (SCMO) Fund.

### DISCUSSION

#### **Background**

Landfill disposal services are needed to dispose of grit, screenings, and other miscellaneous materials from the wastewater conveyance and treatment processes. These materials are composed of inorganic and organic materials captured by mechanical or hydraulic methods from the following locations of the wastewater system:

- Hyperion Water Reclamation Plant (HWRP) Headworks - generates approximately 35,000 pounds per day of grit and screenings.

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BUREAU OF CONTRACT ADMINISTRATION  
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- HWRP Digester Sludge Screening Facility - generates approximately 2,000 pounds per day of screenings.
- HWRP also receives about 34,000 pounds of catch basin debris, trash and miscellaneous materials from the Wastewater Conveyance System daily.
- Terminal Island Water Reclamation Plant (TIWRP) - generates approximately 3,000 pounds per day of grit and screenings.

A total of 74,000 to 100,000 pounds per day of grit and screenings are generated from the wastewater conveyance and treatment processes. LASAN uses its own fleet of vehicles and drivers to load and haul the grit and screenings to landfill sites.

LASAN's current contract with USA Waste of California, Inc. dba Waste Management (Contract C-127303) for providing landfill disposal of grit and screenings will expire on June 30, 2024.

**The RFP Process**

On May 12, 2021, the Board authorized LASAN to distribute an RFP for the landfill disposal of grit and screenings (Transmittal #1). LASAN advertised the RFP on the Los Angeles Regional Alliance Marketplace for Procurement (RAMP) website, formerly known as the City of Los Angeles (City) Business Assistance Virtual Network (LABAVN) website and LASAN's website. The RFP pre-proposal meeting was held on August 25, 2021 at HWRP. Waste Management was the only contractor in attendance.

On September 29, 2021, in response to the advertised RFP, LASAN received one (1) proposal, which was submitted by Waste Management. Waste Management was invited to make an oral presentation on their proposal before a selection panel composed of staff from HWRP of LASAN.

Waste Management was deemed the most qualified proposer with the best experience and expertise to perform said services as determined by City staff based on the evaluation criteria set forth in the RFP. Waste Management has extensive experience and knowledge working with LASAN through an existing contract (Contract C-127303) to dispose of the City's grit and screenings at the Simi Valley Landfill, located approximately 50 miles from HWRP. Furthermore, Waste Management has demonstrated the ability and has agreed to continue providing landfill services in an environmentally sound manner in accordance with all applicable laws, regulations, rules, and other requirements of local, state, and federal governments.

**Term of Agreement and Cost Ceiling**

The contract will be for a term of five (5) years with two (2), five (5)-year renewal options to be exercised at the City's sole discretion. (Transmittal No. 2). The contract is projected to be effective on or before July 1, 2024. The total estimated contract ceiling for the contract term, including the renewal option is \$18,283,407.

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**Business Inclusion Program**

The work is singular in nature, involving simply paying tipping fees for the disposal of grit and screenings. Essentially there are no activities that can be subcontracted. Accordingly, the Business Inclusion Outreach Requirements were waived by the Mayor's Office on November 18, 2020.

**Notification of Intent to Contract**

The Notification of Intent (NOI) was submitted to the CAO on July 1, 2020 for posting onto the CAO Clearinghouse.

**Charter Section 1022**

On July 17, 2020, the Personnel Department concluded that the City employees are currently performing some of the work by hauling and disposing of the specified waste through the classifications of Truck Operator and Maintenance Laborer. However, the City does not own a landfill to accept such waste, so it is more effective to utilize a contracted landfill.

**Approved as to Form**

The proposed contract has been reviewed and approved as to form by the Office of the City Attorney.

**Other Policies and Requirements**

Waste Management shall be required to comply with all of the City's requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Americans with Disabilities Act
- Insurance Requirements
- Child Support Obligations Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010
- City Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance
- Covid-19 Requirements

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**Disclosure of Border Wall Contracting Ordinance**

Contractors shall comply with Los Angeles Administrative Code Section 10.50 et seq., "Disclosure of Border Wall Contracting". City may terminate the contracts at any time if City determines that the Contractors failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

**Local Business Preference (LBP) Program**

The Local Business Preference (LBP) Program which was established by Ordinance No. 181910 did not have any bearing on the evaluation since LASAN received only one Proposal for this RFP.

**Contractor Responsibility Ordinance**

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

**Contract Administration**

Responsibility for administration of this contract will be with the Hyperion Water Reclamation Division, LASAN.

**Headquarters Address and Workforce Information**

The headquarters address of Waste Management is 9081 Tujunga Ave. Sun Valley, California 91352. Their local office is located at 2801 N. Madera Road, Simi Valley, California 93065. The contractor has a staff of thirty-eight (38) employees assigned to this contract.

**PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL**

The project budget was approved by PRD on March 17, 2021, in the amount of \$18,291,676.

**STATUS OF FINANCING**

There will be no impact to the General Fund. The total funding for this project is not to exceed \$18,291,676 which will be funded by the Sewer Construction Maintenance and Operation (SCMO) Fund. No funds are required in this fiscal year.

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Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN.

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract.

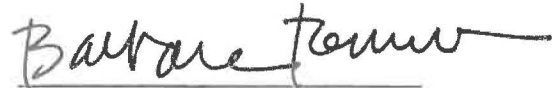
The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation, amount(s) until the City appropriates additional funds for this Contract.

(Signature page follows)

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Respectfully Submitted,



BARBARA ROMERO  
Director and General Manager  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



Lynda McGlinchey (Jan 11, 2024 11:00 PST)

LYNDA MCGLINCHEY, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration



JOHN L. REAMER JR.,  
Inspector of Public Works  
Bureau of Contract Administration

REVIEWED AND APPROVED BY:



Sarai Bhaga (Dec 13, 2023 13:55 PST)

SARAI BHAGA, Chief Financial Officer  
Bureau of Sanitation  
Date: \_\_\_\_\_


Prepared by:  
Alan Tran, HWRP  
(310) 648-5995

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 2  
MAY 12, 2021

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

MAY 12 2021

  
Executive Officer  
Board of Public Works

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE  
CONTRACT(S) FOR THE LANDFILL DISPOSAL OF WASTEWATER GRIT AND  
SCREENINGS (W.O. S10FPURC)

RECOMMENDATIONS

Authorize the Director and General Manager of the LA Sanitation and Environment (LASAN) or his designee to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for the Landfill Disposal of Wastewater Grit and Screenings.
2. Evaluate the proposals, select, and interview the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works (Board) for an authority to award and execute the contract(s) subject to the Mayor's and City Council's approval prior to contract execution.

TRANSMITTALS

1. Copy of the RFP for the Landfill Disposal of Wastewater Grit and Screenings.
2. Copy of Waiver of the BIP Outreach requirements dated November 18, 2020.

DISCUSSION

**Request for Proposals (RFP)**

The City of Los Angeles (City) is seeking proposals from qualified and capable proposers for the landfill disposal of wastewater grit and screenings and other miscellaneous materials as specified in this RFP (Transmittal No. 1).

**Background**

Landfill disposal services are needed to dispose of grit, screenings, and other miscellaneous materials from the wastewater collection and treatment processes. These materials are composed of inorganic and organic materials captured by mechanical or hydraulic methods from the following locations of the wastewater system:

- Hyperion Water Reclamation Plant (HWRP) Headworks - generates approximately 35,000 pounds of grit and screenings per day.



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- HWRP Digester Sludge Screening Facility – generates approximately 2,000 pounds of screenings per day
- HWRP also receives about 34,000 pounds of catch basin debris, trash, and miscellaneous materials from the Wastewater Conveyance System daily.
- Terminal Island Water Reclamation Plant (TIWRP) – generates approximately 3,000 pounds per day of grit and screenings

The total material of 74,000 to 100,000 pounds per day generated from the wastewater conveyance and treatment processes is estimated to cost the City about \$676,300 per year to send it to landfills for disposal. The City has a fleet of vehicles and drivers that load and haul the grit and screenings to landfill sites. This RFP is for the landfill disposal services cost (tipping fee) only.

The City's current contract with USA Waste of California, Inc. dba Waste Management (WM) (Contract C-127303) for the landfill disposal of wastewater grit and screenings will expire on June 30, 2024. LASAN is requesting authority to release an RFP to solicit proposals to continue managing the disposal of wastewater grit and screenings in the most economical method. The most qualified proposer(s) shall be responsible to provide proposed primary and back-up disposal sites including size and capacity of the landfills to the City.

The City may select and interview one or more qualified proposers to negotiate contract(s) and work cooperatively toward implementing a sound and diversified management plan for the disposal of wastewater grit and screenings.

**Proposed Term of Contract**

The contract(s) will be for a term of five (5) years and two (2), five (5)-year renewal options, which will commence on the date of the contract execution.

**Rationale for Using an RFP**

The RFP process is being employed instead of the bid process to solicit the best available services at the most competitive price. A proposal review committee consisting of LASAN staff will evaluate all proposals in order to determine which proposal(s) will bring the greatest benefits to the City.

**Selection Process and Evaluation Criteria**

The City's proposal review committee will evaluate and rate all proposals. LASAN will then negotiate a contract with the best qualified proposer(s). LASAN will return with a recommendation for the Board to execute the contract and forward it to the Mayor and the City Council for approval.

The main criteria for the selection of the respondents are outlined in the RFP and are summarized as follows (See Article 5.8 in Transmittal 1 for more detail):

Evaluation Criteria	Percentage
■ Technical Proposal Schedule	20%

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Evaluation Criteria	Percentage
☐ Qualifications	15%
☐ Cost Control	50%
☐ Responsiveness	15%
<b>Total</b>	<b>100%</b>

**World Wide Web**

The RFP will be posted on the City's World Wide Web site in compliance with City Council motion 95-1060S2. It will be available for download on [www.labavn.org](http://www.labavn.org).

**Notification of Intent to Contract**

The Notification of Intent to Contract was submitted to the CAO on July 1, 2020 for posting onto the CAO Clearinghouse.

**Charter Section 1022**

On July 17, 2020, the Personnel Department concluded that the City employees are currently performing some of the work by hauling and disposing of the specified waste through the classifications of Truck Operator and Maintenance Laborer, and there is no intent to contract out that portion of the service away from City employees. However, the City does not own a landfill to accept such waste, so it is more effective to utilize a contracted landfill.

**Business Inclusion Program**

The work is singular in nature, involving simply paying tipping fees for the disposal service. Since this is essentially the same as paying a utility bill, there are no activities that can be subcontracted. Accordingly, the Business Inclusion Outreach Requirements were waived by the Mayor's Office on November 18, 2020 (Transmittal 2).

**Compliance with Board RFP Policy**

As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

**Other City Policies and Requirements**

The proposers shall be required to comply with the City's requirements including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Americans with Disabilities Act
- Child Support Obligation Ordinance
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance Requirements
- Business Tax Registration Certificate

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- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- CA Iran Contracting Act of 2010 Compliance Affidavit
- Contractors' Use of Criminal History for Consideration of Employment Applications

Attachments and forms pertaining to these requirements are included in the RFP and on [labavn.org](http://labavn.org).

**Local Business Preference (LBP) Program**

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall add eight percent (8%) of the total possible evaluation points to the evaluation score of those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify as qualified LBE-certified subcontractors to perform work under this RFP, will receive a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

**Contractor Responsibility Ordinance**

All contractors participating in this project are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the proposer's contract subject to termination pursuant to the conditions expressed therein.

**Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

**Contract Administration**

Responsibility for the administration and management of this contract will rest with the HWRP Division of LASAN.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The budget for this contract was approved by PRD on April 26, 2021 in the amount of \$18,291,676.

STATUS OF FINANCING

There is no impact to the General Fund. No funding is required at this time. The estimated cost for the entire term of the contract is \$18,291,676 for the landfill disposal of the wastewater and storm drain grit and screenings. The contract ceiling cost will be revised depending on the proposals. The project will be funded from the Sewer Operations and Maintenance Fund and the

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 2  
MAY 12, 2021

Page 5

Stormwater Pollution Abatement Fund. Specific funding information will be provided at the time of the project award.

FUTURE ACTIONS

Upon authorization by the Board, the RFP and attachments will be posted on [www.labavn.org](http://www.labavn.org).

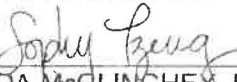
A review committee will evaluate the proposals. The most qualified proposer(s), who submitted the best proposal(s) in response to the RFP, will be interviewed, ranked, and selected. LASAN will then negotiate a personal services contract with the highest rated firm to provide the required services. Subsequent to the negotiation of the contract, LASAN will request the Board for authority to award and execute a contract(s) with the selected proposer(s).

Respectfully Submitted,



ENRIQUE C. ZALDIVAR, P.E.  
Director and General Manager  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

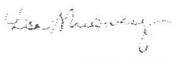


For LYNDIA McGLINCHEY, Program Manager II  
Office of Contract Compliance  
Bureau of Contract Administration



JOHN L. REAMER, JR.  
Inspector of Public Works  
Bureau of Contract Administration

REVIEWED AND APPROVED BY:



Digitally signed by Lisa B. Mowery  
DN: cn=Lisa B. Mowery, o=LASAN, ou=Exec.,  
email=Lisa.mowery@citymg.org, c=US  
Date: 2021.04.21 16:00:41 -0700

LISA B. MOWERY, P.E., Chief Financial Officer  
Bureau of Sanitation  
Date: 4/21/21

Prepared by:  
Alan Tran, HWRP  
(310) 648-5995

CONTRACT NO. (C - \_\_\_\_\_)

**SERVICE AGREEMENT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**WASTE MANAGEMENT OF CALIFORNIA, INC. (WM) FOR  
THE LANDFILL DISPOSAL OF GRIT AND SCREENINGS**



City of Los Angeles  
Department of Public Works  
Los Angeles Sanitation and Environment

Barbara Romero, Director and General Manager  
Timeyin Dafeta, Assistant Director

Hyperion Water Reclamation Plant  
12000 Vista Del Mar  
Playa Del Rey, CA 90293

**CITY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS - LA SANITATION AND  
ENVIRONMENT**

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WASTE MANAGEMENT OF CALIFORNIA, INC.  
(WM) FOR THE LANDFILL DISPOSAL OF GRIT AND SCREENINGS

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Attachment 1	Contractor Responsibility Ordinance
Attachment 2	BTRC Notice and Application Form
Attachment 3	Insurance Requirement Package
Attachment 4	City of Los Angeles Contract History Form
Attachment 5	Worker Retention Ordinance/Living Wage Ordinance
Attachment 6	Los Angeles Residence Information Form
Attachment 7	Non Collusion Affidavit
Attachment 8	Municipal Lobbying Ordinance/Contract Bidder Certification of Compliance Form
Attachment 9	Maps of Hyperion and Terminal Island Water Reclamation Plants
Attachment 10	GRIT AND SCREENINGS Specification
Attachment 11	Contract Bidder Campaign Contribution and Fundraising Restrictions
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Attachment 14	Equal Benefits Ordinance
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Attachment 16	First Source Hiring Ordinance
Attachment 17	Disclosure of Border Wall Contracting Ordinance
Attachment 18	Labor Compliance Manual



AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WASTE MANAGEMENT OF CALIFORNIA, INC. (WM) FOR THE LANDFILL DISPOSAL OF GRIT AND SCREENINGS

This AGREEMENT, 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 the "CITY") and Waste Management of California, Inc. (WM) (hereinafter referred to as "CONTRACTOR"), is set forth as follows:

WITNESSETH

WHEREAS, the CITY collects GRIT AND SCREENINGS and other miscellaneous materials at its Wastewater Treatment Plants and Waste Collection System; and

WHEREAS, the CITY hauls and disposes of its GRIT AND SCREENINGS and other miscellaneous materials at a nearby sanitary landfill; and

WHEREAS, the existing contract (C-127303) for the landfill disposal of GRIT AND SCREENINGS will expire on June 30, 2024; and

WHEREAS, on May 12, 2021, the Board of Public Works authorized the LA Sanitation and Environment (LASAN) to distribute a Request for Proposals (RFP) for landfill disposal of GRIT AND SCREENINGS and to negotiate a contract with a qualified proposer; and

WHEREAS, on September 29, 2021, LASAN received one (1) proposal in response to the RFP for the landfill disposal of its GRIT AND SCREENINGS from CONTRACTOR; and

WHEREAS, CONTRACTOR was deemed the most qualified proposer with the best experience and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, CONTRACTOR has extensive experience and knowledge working with the CITY through the existing contract to dispose of the CITY's GRIT AND SCREENINGS at the Simi Valley Landfill and Recycling Center, located at 2801 North Madera Road, Simi Valley, California 93605 ("Simi Valley Landfill"). The CONTRACTOR owns and maintains full operation and maintenance of the Simi Valley Landfill and has expertise and capability to provide services and rights provided in this AGREEMENT; and

WHEREAS, the term of this AGREEMENT is for five (5) years with two (2), five (5)-year renewal options and the ceiling cost for all the fees and services identified in this AGREEMENT is \$18,283,407; and

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

technical nature.

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

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

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:

ACCEPTED

Or "ACCEPT" or other variations thereof with respect to the CITY's GRIT AND SCREENINGS delivered by the CITY, a load is accepted when it is deposited at the landfill or on the facility tipping floor and such load conforms to the CITY's GRIT AND SCREENINGS profile and does not contain any Non-conforming waste (defined below).

AGREEMENT or CONTRACT

This agreement, including all Attachments and Exhibits appended hereto, between the CITY and Waste Management of California, Inc. (WM) for the landfill disposal of the CITY's GRIT AND SCREENINGS.

APPLICABLE LAW

All statutes, rules, regulations, ordinances, judgments, decrees, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having jurisdiction, that apply to or govern the Simi Valley Landfill or the performance of the CONTRACTOR'S and CITY'S respective obligations under this CONTRACT.

BOARD

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

CALENDAR DAY

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

CERTIFIED WEIGHT TICKETS

Weight tickets issued by CITY from a WEIGH STATION using certified scales indicating the GROSS WEIGHT and TARE WEIGHT of the vehicle or container, and the net weight of the material.

## CHANGE IN LAW

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

(a) The adoption, promulgation, modification, or change in APPLICABLE LAW; or

(b) Any order or judgment of any federal, state or local court, administrative agency or governmental body, if:

(i) Such order or judgment is not also the result of the willful misconduct or gross negligence 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 action 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 grossly 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 to the extent that such occurrence is not the result of willful misconduct or gross negligence of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; or

(d) The substantial delay in or failure of a governmental authority or agency to issue any PERMIT, or the suspension or termination of, any PERMIT, provided such substantial delay or failure to issue or the suspension or termination of any PERMIT is not the result of willful misconduct or gross negligence of the party relying thereon or any third party for whom the party relying thereon is directly responsible.

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 AGREEMENT.
CITY PROJECT MANAGER	CITY's designated representative for all issues related to this AGREEMENT.
CITY'S GRIT AND SCREENINGS	GRIT AND SCREENINGS transported and delivered to Simi Valley Landfill or back-up landfill by the City.
CONTRACTOR	Waste Management of California, Inc. (WM)
CONTRACTOR BILLING AGENT	Waste Management of California, Inc. (WM)
CONTRACTOR PROJECT MANAGER	CONTRACTOR's representative for all issues related to this AGREEMENT.
GRIT AND SCREENINGS	Materials are composed of inorganic and organic non-hazardous materials, captured by mechanical or hydraulic methods from the HWRP and/or TIWRP locations and which do not contain any Non-Conforming Waste.
GROSS WEIGHT	The weight of the collection vehicle or other container including any loaded material.
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY and CONTRACTOR.
HWRP	City of Los Angeles Hyperion Water Reclamation Plant 12000 Vista Del Mar Playa Del Rey, CA 90293

LANDFILL	Simi Valley Landfill and Recycling Center (2801 N. Madera Road, Simi Valley, CA 93065) owned and operated by CONTRACTOR; and Antelope Valley Recycling and Disposal Facility (AVRDF), (1200 W. City Ranch Road, City of Palmdale, California 93551) owned and operated by CONTRACTOR's affiliate Antelope Valley Recycling and Disposal Facility, Inc., which shall serve as the back-up landfill.
LASAN	The Bureau of Sanitation of the City of Los Angeles, also known as LA Sanitation and Environment.
MBE/WBE/SBE/EBE/DVBE/OBE	CITY's Subcontractor Outreach Program for Minority/Women/Small/Emerging/Disabled Veterans/Other Business Enterprises.

## NON-CONFORMING WASTES

Waste which, by reason of its composition or characteristics is (a) defined, regulated or listed (directly or by reference) as a "Hazardous Substances," "hazardous materials," "Hazardous Wastes," "acutely Hazardous Waste," "extremely Hazardous Waste," "toxic waste," "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), as amended from time to time and related federal, State of California, and local laws and regulations; (ii) the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended from time to time, and related federal, State of California, and local laws and regulations, as amended from time to time; (iii) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601. et seq., as amended from time to time, and related federal, State of California, and local laws and regulations, as amended from time to time; (iv) the Clean Water Act, 33 USC §1251 et seq., as amended from time to time, and related federal, State of California, and local laws and regulations, as amended from time to time; (vi) the Clean Air Act, 42 USC §7401 et seq., as amended from time to time, and related federal, State of California, and local laws and regulations, as amended from time to time; or (vii) any other special waste, hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other APPLICABLE LAW, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products; (b) any waste that contains a radioactive material, the storage or disposal of which is subject to State of California or federal regulation; or (c) listed as unaccepted waste in the LANDFILL's operating permits.

OPERATING DAYS	Any CALENDAR DAY for which CONTRACTOR is obligated, pursuant to this AGREEMENT, to dispose of the CITY's GRIT AND SCREENINGS.
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 the modifications, operations and maintenance of the LANDFILL.
PROJECT, PROJECT SERVICES	Landfill disposal of GRIT AND SCREENINGS.
SERVICE FEE	Has the meaning specified in Section 9.1 of ARTICLE 9.
TARE WEIGHT	The weight of an empty collection vehicle or container. TARE WEIGHT is deducted from GROSS WEIGHT to obtain the net weight or gross tons of the delivered materials.
TIWRP	Terminal Island Water Reclamation Plant 445 Ferry Street San Pedro, CA 90731
TON	2000 pounds
WEIGH STATION	A weigh station maintained in compliance with the weight and measure laws in the California Business and Professions Code.

### **ARTICLE 3 - LANDFILL**

CONTRACTOR represents and warrants that the description of the LANDFILL provided in Section 3.1 hereof is true and accurate.

#### **3.1 Description of LANDFILL**

The Simi Valley Landfill and Recycling Center (SVLRC) is located at 2801 N. Madera Road, Simi Valley, California 93065-6108, (805) 579-7267. This will be the primary landfill for services under this AGREEMENT and is located approximately 50 miles northwest from



HWRP. SVLRC is a Class III Landfill, based on Title 40 of Code of Federal Regulations, Part 258, Landfill Rule, and can accept Municipal Solid Waste, Special Wastes, etc. SVLRC is approximately 887 acres and operates under Solid Waste Facilities Permit 56 AA-0007, Waste Discharge Requirements R4-2013-0044, Title V 01395 and the Simi Valley Conditional Use Permit 07-0048.

CONTRACTOR's affiliate has a backup landfill location, Antelope Valley Recycling and Disposal Facility (AVRDF), also in California. The location address is 1200 W. City Ranch Road, City of Palmdale, California 93551, approximately 70 miles from HWRP. AVRDF is a Class III Landfill, operates under Solid Waste Facilities Permit 19 AA-5624, Waste Discharge Requirements 6B-19111-2004, Title V 122802470 and Conditional Use Permit 98-12.

### **3.2 CONTRACTOR's Responsibilities to Obtain and Maintain Control of the LANDFILL**

CONTRACTOR hereby represents that it controls the LANDFILL. CONTRACTOR hereby represents that the use of the LANDFILL, as described in this AGREEMENT, is in conformance with all local zoning requirements, and the terms and conditions of any and all site leases and deeds. CONTRACTOR shall retain control of the LANDFILL for the duration of this AGREEMENT except in the event of an assignment pursuant to Article 14 of this AGREEMENT.

## **ARTICLE 4 -RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR shall provide the following Services:

**4.1** CONTRACTOR shall perform the services described in this Article 4. CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional contractors performing the same or similar services.

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

### **4.3 Maintenance of Records**

CITY and CONTRACTOR shall maintain all records, in their original form, pertaining to the performance of this CONTRACT, including records of invoice transactions between CITY and CONTRACTOR. 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 either party's authorized personnel or by its representative at any time during the term of

this CONTRACT and within the four (4) years following final payment made by the CITY hereunder or the expiration date of this CONTRACT, whichever occurs last. The audited party shall provide any reports reasonably requested by the other party regarding performance of this Contract within thirty (30) business days of receiving the request. 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.

#### **4.4 Acceptance of CITY's GRIT AND SCREENINGS**

##### 4.4.1 Hours of Operation

CONTRACTOR shall accept deliveries of CITY's GRIT AND SCREENINGS at the LANDFILL between the hours of 7:00 AM and 4:00 PM, Monday through Saturday, except HOLIDAYS.

The CITY shall have the authority to request that the LANDFILL remain open to accept such deliveries at times other than those delineated above, subject to additional compensation as may be agreed to by the parties. CONTRACTOR shall use reasonable business efforts to comply with such CITY requests.

##### 4.4.2 Daily Tonnage of CITY's GRIT AND SCREENINGS under this AGREEMENT

For the term of this AGREEMENT, the CITY shall deliver and CONTRACTOR shall accept daily tonnage of approximately 35 tons to 50 tons of CITY's GRIT AND SCREENINGS per OPERATING DAY.

#### **4.5 Staffing**

CONTRACTOR shall employ staff sufficient to operate, maintain, and manage the LANDFILL in accordance with generally accepted practices of the waste management industry, and to perform its obligations under this AGREEMENT, which shall include, without limitation, operating and maintaining all equipment, machinery, buildings, providing reasonable security, and disposing of the CITY's GRIT AND SCREENINGS in accordance with this AGREEMENT and APPLICABLE LAW.

#### **4.6 Operation and Maintenance of the LANDFILL**

CONTRACTOR shall accept and CITY shall deliver for disposal all of the CITY's GRIT AND SCREENINGS at the LANDFILL as set forth in this AGREEMENT. Neither the CITY nor CONTRACTOR shall have any responsibility under this AGREEMENT to pay for, use or provide landfill disposal services at the LANDFILL when the LANDFILL is no longer operating and/or permitted to accept CITY's GRIT AND SCREENINGS for disposal.

CONTRACTOR shall pay for all costs incurred in operating and maintaining the LANDFILL

in order to accept, receive, and dispose of CITY's GRIT AND SCREENINGS in accordance with the provisions of this AGREEMENT. Such costs shall include, without limitation, labor, materials, utilities, maintenance services, equipment replacement, insurance, taxes, rent, lease payments, daily cover, closure, and post closure monitoring and maintenance, and performance bonds. Except as otherwise provided in this AGREEMENT, the CITY's sole payment obligation will be to pay the SERVICE FEE in accordance with this AGREEMENT.

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

#### 4.6.1 Truck Turnaround and Queuing

CONTRACTOR shall use its best efforts to enable the turnaround time (including but not limited to waiting in line, weighing their loads and dumping their loads) for the CITY's vehicles entering the LANDFILL to be no longer than thirty (30) minutes. The parties hereto acknowledge that despite such efforts by CONTRACTOR, during peak arrival times (7:30 AM to 10:30 AM) at the LANDFILL during each OPERATING DAY such turnaround times may exceed thirty (30) minutes. The CITY shall comply with all rules and regulations of the facility, including as amended from time to time.

### **4.7 Permits**

CONTRACTOR shall secure and maintain all PERMITS necessary for operation of the Landfill. CONTRACTOR shall immediately notify CITY of any suspension, termination, lapses, non-renewals, or restrictions of such PERMITS. Failure to secure and maintain all applicable permits shall represent an event of default as defined in ARTICLE 8.

CONTRACTOR hereby represents that all PERMITS and other regulatory approvals required to perform its obligations in accordance with this AGREEMENT are in full force and effect upon execution of this AGREEMENT. PERMITS which have been issued to CONTRACTOR shall be made available to the CITY for review and copying upon CITY's request.

CONTRACTOR shall notify the CITY in writing of any proposed or actual changes in or modifications of any PERMIT that would affect CONTRACTOR's obligations under this AGREEMENT. Such notice for proposed changes shall be made within five (5) OPERATING DAYS and such notice for actual changes shall be made within two (2) OPERATING DAYS from the proposed or actual change, respectively. CONTRACTOR shall provide the CITY

with any and all renewals, updates, and modifications to any PERMIT.

#### **4.8 Weighing Records**

The CITY shall use its WEIGH STATION at HWRP and TIWRP to determine the GROSS WEIGHT and the TARE WEIGHT of each transfer trailer load sent to the LANDFILL for disposal by CITY. In the event its WEIGH STATIONS are incapacitated, are being tested or cannot be used, CITY and CONTRACTOR may agree to the use of the CONTRACTOR's WEIGH STATION to weigh vehicles transporting CITY's GRIT AND SCREENINGS. CONTRACTOR's WEIGH STATION shall comply with the following requirements:

##### 4.8.1 Measurement Devices and Procedures

CONTRACTOR and CITY shall operate and maintain their respective WEIGH STATIONS in accordance with APPLICABLE LAW.

##### 4.8.2 Estimate during Incapacitation

To the extent practical, if the CITY's WEIGH STATION is incapacitated or being tested, all transfer trailers transporting CITY's GRIT AND SCREENINGS shall be weighed at the CONTRACTOR's WEIGH STATION.

It is the responsibility of CITY and CONTRACTOR to minimize the time that the scales are out of service.

##### 4.8.3 WEIGHT RECORDS

CITY and CONTRACTOR shall maintain all daily records pertaining to the transfer and disposal of CITY's GRIT AND SCREENINGS for a period of at least four (4) years.

The records shall indicate, to the extent practicable, the date and time of arrival and departure of each vehicle transporting CITY's GRIT AND SCREENINGS with appropriate identification of each vehicle, the signature of the CITY's truck operator, the signature of the LANDFILL superintendent or operator, the GROSS and TARE WEIGHT of each vehicle, and the disposition of all materials. All records shall be in a form as the CITY or CONTRACTOR may reasonably request for billing purposes and shall be made available for review by the CITY or CONTRACTOR, as applicable, during the hours of operation described in Section 4.4.1 of ARTICLE 4. CONTRACTOR shall, on a monthly basis (billing date), provide the CITY such information by electronic mail and in a form that is compatible with the CITY's computers. Each party shall maintain copies of all such records for a period of at least four (4) years and give the other party the option of receiving copies of such records, at the sole expense of the receiving party. The obligations of CONTRACTOR in Section 4.5.3 shall survive the termination of this AGREEMENT.

#### 4.8.4 Testing of WEIGH STATION

When being used for this CONTRACT, CITY and CONTRACTOR shall test and calibrate, as necessary, all of the motor vehicle scales at each of their respective facilities in accordance with APPLICABLE LAW. CONTRACTOR shall provide the CITY with copies of its test results and CITY shall provide the CONTRACTOR with copies of its test results.

In addition, the CITY shall have the right to request, in writing, not more than two (2) times per year, a test of any or all motor vehicle scales at the LANDFILL. CONTRACTOR shall test the WEIGH STATIONS within a reasonable time after the CITY's request.

If upon conclusion of testing requested by the CITY, the results indicate that the WEIGH STATIONS meet the requirements of APPLICABLE LAW, the CITY will, subject to supporting documentation, reimburse CONTRACTOR the cost of such tests.

If upon conclusion of such CITY-requested testing, the test results indicate that the WEIGH STATIONS did not meet the requirements of APPLICABLE LAW, then all weight measurements recorded and SERVICE FEES calculated, charged and paid, as the case may be, from the date of such request, shall be adjusted and corrected consistent with the results of such tests.

#### **4.9 Payment of Performance Damages**

CONTRACTOR shall pay performance damages in accordance with ARTICLE 9.

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

The CITY designates Shahrouzeh Saneie as the CITY 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 CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his stead or may designate another CITY employee to succeed Shahrouzeh Saneie as CITY PROJECT MANAGER. CONTRACTOR will be notified in writing in such event.

#### **5.1 CITY Deliveries**

The CITY shall deliver approximately 35 to 50 tons per OPERATING DAY (as described in Section 4.4.2) of CITY's GRIT AND SCREENINGS to the LANDFILL during the operating hours described in Section 4.4.1 of ARTICLE 4, hereof. The CITY at its sole discretion may increase the daily disposal average of CITY's GRIT AND SCREENINGS upon reasonable

advance notice, to the CONTRACTOR. The CONTRACTOR shall accept such increase in the daily disposal average provided that adequate disposal capacity is available and that the acceptance of such increase will not cause the CONTRACTOR to exceed daily permit limits for waste acceptance or interfere with the acceptance of other third party waste.

## **5.2 Vehicle Identification**

The CITY shall deliver CITY's GRIT AND SCREENINGS in clearly identified vehicles. Each vehicle shall have its identification number clearly marked and visible to the WEIGH STATION operator. CONTRACTOR or the CITY, in their respective reasonable discretion, may require the revalidation of the Tare Weight of any CITY vehicle or the reweighing of unloaded CITY vehicles. The CITY reserves the right to modify its truck fleet as it deems necessary.

## **5.3 Landfill Inspection**

The CITY reserves the right to inspect the CONTRACTOR's LANDFILL, equipment, operations, etc. at reasonable times during the hours of operation, as described above in Section 4.4.1.

## **5.4 Payment of the Service Fee**

The CITY shall pay the CONTRACTOR the SERVICE FEE in accordance with ARTICLE 9, hereof, for all GRIT AND SCREENINGS delivered to the LANDFILL under this AGREEMENT.

## **ARTICLE 6 – KEY CONTRACTOR PERSONNEL**

- 6.1 CONTRACTOR designates the following persons as the CONTRACTOR PROJECT MANAGER to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

Nicole Stetson, District Manager  
Daryl Littenberg, Account Manager  
Simi Valley Landfill and Recycling Center  
2801 Madera Road  
Simi Valley, CA 93065  
Direct Phone: (661) 816-6147  
Office Phone: (805) 579-7267

- 6.2 CONTRACTOR agrees to give CITY PROJECT MANAGER written notice of any changes to the CONTRACTOR PROJECT MANAGER, which notice shall be given as soon as practicable after CONTRACTOR has made the change, but in no event later than seven (7) days after the change is made.

- 6.3 Unless otherwise provided or approved by the CITY in writing, 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 District Manager or CONTRACTOR PROJECT MANAGER who is assigned to work under this CONTRACT, which approval shall not be unreasonably withheld or delayed. CONTRACTOR agrees to remove personnel from performing work under this CONTRACT if reasonably requested to do so by the CITY.
- 6.4 CONTRACTOR shall not use subcontractors to assist in performance of this CONTRACT without the prior written approval of the CITY, which shall not be unreasonably withheld or delayed. 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 of contract between the CITY and the subcontractors.

## **ARTICLE 7 – TERM OF AGREEMENT**

Unless otherwise provided, the term of this AGREEMENT shall be for five (5) years with two (2), five (5)-year renewal options, to be exercised at the CITY's sole discretion for the SERVICES outlined in this AGREEMENT. The CITY'S option to renew after the initial term shall be exercised upon the CITY providing the CONTRACTOR a written notice of intent to renew at least one hundred and eighty (180) days prior to the expiration date of the initial term of the AGREEMENT, and for the CITY's option to renew after the first renewal term at least one hundred and eighty (180) days prior to the expiration date of the first renewal term. This AGREEMENT shall be effective on July 1, 2024 or upon full execution of the AGREEMENT by all parties hereto, whichever is later (the "**Effective Date**").

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

- A. This AGREEMENT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR hereto;
- B. This AGREEMENT has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- D. This AGREEMENT has been signed on behalf of the CITY 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 ("**Termination for Default**"), 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 and an opportunity to cure the default, to the sole satisfaction of the terminating party, within a reasonable time period. If the default cannot be cured or if the non-terminating party fails to cure within the period allowed, then the terminating party may terminate this CONTRACT for Default.
- 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 not less than ninety (90) CALENDAR DAYS' prior written notice ("**Termination for Convenience**"). 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 In the event CITY terminates this CONTRACT as provided in this section for Termination for Default, CITY may procure, upon such reasonable terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its reasonable costs and damages resulting from CONTRACTOR's breach of this AGREEMENT.
- 8.5 Upon receipt of a termination action under this Article 8, the CONTRACTOR shall (1) promptly discontinue all affected work as of the termination date, and (2) deliver or otherwise make available to the CITY within thirty (30) business days of said termination action all finished or unfinished documents and materials produced or procured, if any, under this CONTRACT. CITY shall cease delivering any GRITS AND SCREENING to the LANDFILL as of the termination date, and shall pay CONTRACTOR any and all sums due to CONTRACTOR under the AGREEMENT, for services performed through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination.



- 8.6 Upon termination under Sections 8.1, 8.2 or 8.3 above, the CITY 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 a Termination for Convenience of the CITY as provided in Section 8.2 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 – COMPENSATION, INVOICING AND PAYMENT**

### **9.1 Calculation of SERVICE FEE**

The SERVICE FEE (SF) is calculated monthly and is defined as:

$$SF = OF \times T$$

Where

- "SF" = the computed monthly SERVICE FEE (unit: \$); for a service month
- "OF" = The Operating Fee (\$/ton) = the Base Tipping Fee (unit: \$/ton) + TPXT (unit: \$/ton) (TPXT equals the total state, county or local taxes, host fees, import fees and other fees plus any CHANGES IN LAW due to changes in taxes, fees and charges imposed by governmental authority or agency (unit: \$/ton))
- "T"= the no. of tons of GRIT AND SCREENINGS disposed of during the service month (unit: TONS)

The parties agree that as of July 1, 2023, the applicable TXPT to be added to the Base Tipping Fee and applied to every TON delivered to the CONTRACTOR landfills are as follows:

#### **Simi Valley Landfill:**

TXPT = \$11.25 per TON, itemized as follows:

- California State Integrated Waste Management Fee = \$1.40 per TON
- Ventura County Integrated Waste Management Program Fee = \$0.05 per TON
- Ventura County Solid Waste Management Fee = \$3.63 per TON
- Ventura County Waste Control Fee = \$1.17 per TON
- City of Simi Valley Host Fee = \$1.00 per TON

Ventura County Sustainability Fee applicable to all Solid Waste originating from outside the geographic boundaries of Ventura County but inside the geographic boundaries of the State of California disposed of at the Simi Valley Landfill in excess of 75,600 TONS in each calendar quarter. Sustainability Fee = \$4.00 per TON.

**Antelope Valley Landfill:**

TXPT = \$4.41 per TON, itemized as follows:

California State Integrated Waste Management Fee = \$1.40 per TON

Los Angeles County Solid Waste Management Fee = \$1.50 per TON

Los Angeles County LEA Fee = \$0.41 per TON

City of Palmdale Host Fee = \$1.10 per TON

The tonnage of CITY's GRIT AND SCREENINGS disposed by the CONTRACTOR shall be the difference between the GROSS WEIGHT of the vehicles transporting such waste and the TARE WEIGHT of those vehicles.

9.1.1 Operating Fees

The SERVICE FEES (SF) for the month are calculated by multiplying the tonnage (T) of CITY's GRIT AND SCREENINGS delivered to the CONTRACTOR's LANDFILL with the following per ton Operating Fee rates (Base Tipping fee + TXPT) as of the Effective Date:

For GRIT AND SCREENINGS:

Base Tipping Fee:

- Primary Location Simi Valley Landfill: \$48.60 per TON
- Back-up Location Antelope Valley Landfill: \$48.60 per TON

For Other Materials\*:

Base Tipping Fee:

- Primary Location Simi Valley Landfill: \$48.60 per TON
- Back-up Location Antelope Valley Landfill: \$48.60 per TON

Note:

- (\*) Other materials: Clean concrete, clean soil, non-hazardous contaminated soil for disposal, asphalt, mixed inerts that comply with the LANDFILL's acceptance criteria.

### 9.1.2 Annual Adjustments

The Base Tipping Fee (cost-per-ton) in Section 9.1.1 will be adjusted on the anniversary of the Effective Date as defined in Article 7 (i.e., twelve months after the Effective Date), and on each anniversary date thereafter to reflect changes in the CPI- U as set forth below.

The Base Tipping Fee (cost-per-ton) will be adjusted by the CPI-U index annually with a cap of 3% each year during the term of this AGREEMENT and will be calculated as specified herein and is subject to the CITY's verification. The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. for the Los Angeles-Riverside-Orange County, CA area.

On each anniversary of the CONTRACT Effective Date, the Base Tipping Fee (cost-per-ton) specified in 9.1.1 shall be adjusted in accordance with the inflation factor as follows:

$$IN = [(CPI-U1) / (CPI-UB)]$$

Where:

IN = the annual inflation factor

CPI-U1 = the published annual CPI-U for the calendar year prior to the adjustment date year

CPI-UB = the published annual CPI-U for the calendar year previous to the prior calendar year

### 9.1.3 Adjustments due to Change in the TPXT

The Operating Fee shall be adjusted should there be a change in the TPXT upon CONTRACTOR providing the CITY thirty (30) CALENDAR DAYS' written notice of the change in TPXT with supporting documentation. The TPXT is a pass through in the Operating Fee and shall not be subject to adjustment by the CPI-U and the 3% cap shall not apply to the TPXT.

### 9.1.4 Adjustments Due to CHANGE IN LAW.

CONTRACTOR is required to provide the CITY with substantiated written documentation supporting any increase in cost due to CHANGE IN LAW, and all increased cost requests are subjected to the CITY's approval.

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 Operating Fee (OF). In such notice the CONTRACTOR shall describe the CHANGE IN LAW and provide the reasons for the adjustment in the Operating Fee (OF). CONTRACTOR shall provide cost substantiation, including cost records and worksheets to support CONTRACTOR'S claim for the adjustment, and provide the total adjustment to the Operating Fee (OF) for all CHANGES IN LAW. 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 Operating Fee (OF), as provided in this section, only the related or actual accrued costs associated with any CHANGE IN LAW that CONTRACTOR has incurred subsequent to providing such notice to the CITY.

If at any time the adjustment in the SERVICE FEE for a single CHANGE IN LAW results in an increase in the SERVICE FEE of more than twenty-five percent (25%) over what the SERVICE 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 CONTRACTOR. Furthermore, if at any time the total cumulative adjustment for CHANGES IN LAW in the SERVICE FEE, results in an increase in the SERVICE FEE of more than seventy-five percent (75%) over what the SERVICE FEE would have been had there been no CHANGES IN LAW, then the CITY will have the option to terminate the AGREEMENT upon thirty (30) CALENDAR DAYS written notice to CONTRACTOR. Notwithstanding anything to the contrary in the forgoing, 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 CHANGE IN LAW to keep the increase 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 Section 11.1.3.

#### 9.1.5 Performance Damages

The CITY shall have the right to claim that the CONTRACTOR wrongfully rejected CITY'S GRIT AND SCREENINGS for a period of thirty (30) CALENDAR DAYS following the end of the month in which each such wrongful rejection occurs.

The parties acknowledge that: (1) consistent, efficient operation of the LANDFILL is of utmost importance, (2) delays in operation or failure to accept CITY'S GRIT AND SCREENINGS collected by the CITY may increase costs to the CITY, and (3) the CITY has considered and relied on the CONTRACTOR's representations as to its quality of service commitment in entering into this AGREEMENT. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if the CONTRACTOR wrongfully rejects CITY'S GRIT AND SCREENINGS collected by the CITY, the CITY will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine

the exact amount of such damages. Therefore, the parties agree that the following performance damages amounts shall liquidate to the CITY and such damage amounts represent a reasonable estimate of the damage to the CITY, considering all of the circumstances existing on the date of this AGREEMENT, including the relationship of the sums to the range of harm to the CITY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this performance damage provision at the time that this AGREEMENT was made.

CONTRACTOR

Initial Here: \_\_\_\_\_

CITY

Initial Here \_\_\_\_\_ *MH*

The performance damage (PD) is the sum of *direct cost (DC)* and the *incremental disposal (IC)* calculated as follows:

$$PD = DC + IC$$

Where

*The direct cost* = the direct cost that the CITY has incurred for the transportation, processing and/or disposal of wrongfully rejected CITY's GRIT AND SCREENINGS that is substantiated with supporting documentation (unit: \$)

*The incremental disposal cost (IDC)* = the incremental disposal cost incurred by the CITY to dispose of wrongfully rejected CITY's GRIT AND SCREENINGS at an alternate disposal facility that is substantiated with supporting documentation (unit: \$). IDC can be either a positive or negative number.

## **9.2 Preparation of Invoices**

Beginning on the first calendar month following the commencement date of services provided under this AGREEMENT, and on a monthly basis thereafter, the CONTRACTOR shall invoice the CITY indicating the amount due and payable by the CITY for services rendered in the prior month. At the CONTRACTOR's discretion, invoices may be prepared on a bi-weekly basis with written notification to the CITY. The CITY's sole payment obligation for all services to be provided by the CONTRACTOR in accordance with this AGREEMENT shall be the SERVICE FEE as described in Section 9.1 of this ARTICLE 9.

The CONTRACTOR shall submit to the CITY, no later than the 25th CALENDAR DAY of the month, an original and two (2) copies of an invoice in a form reasonably acceptable to the

CITY, which shall include, but not limited to, the SERVICE FEE due the CONTRACTOR. The information provided in each invoice shall include, but not be limited to, the month the services were provided; the number of OPERATION DAYS during the month; the number of TONS of CITY's GRIT AND SCREENINGS; and time, date and truck number for each load accepted at the LANDFILL and any other CONTRACTOR's facilities during the billing period.

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

Shahrouzeh Saneie  
Sr. Environmental Engineer  
LA Sanitation and Environment  
Hyperion Water Reclamation Plant Division  
12000 Vista Del Mar  
Playa Del Rey, CA 90293

### **9.3 Payment of Invoices**

The CITY will review the CONTRACTOR's invoice including, but not limited to, the calculation of the SERVICE FEE payable by the CITY. The CITY will use its CERTIFIED WEIGHT TICKETS to compare with the CONTRACTOR's invoices for accuracy. The CITY shall notify the CONTRACTOR, in writing, of any exceptions or any disputed amounts within sixty (60) CALENDAR DAYS of receipt of the invoice. The CITY will make a good faith effort to pay the CONTRACTOR the total invoice amount less any exceptions or disputed amounts CONTRACTOR within sixty (60) CALENDAR DAYS of receipt of the invoice by the CITY.

Upon the resolution that any amount withheld by the CITY is due the CONTRACTOR, the CITY will pay the CONTRACTOR such amount within sixty (60) CALENDAR DAYS of such resolution.

The CITY will not pay for the CONTRACTOR's personnel for invoice preparation.

The CITY's liability under this CONTRACT shall only be to the extent of the present CITY appropriation to fund the CONTRACT. No action, statement, or omission of any officer, agent, or employee or the CITY shall impose any obligations upon the CITY, such officer, agent, or employee, except to the extent the CITY has appropriated funds and otherwise in accordance with the terms of this CONTRACT. The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this CONTRACT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work. 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 this CONTRACT. If the CITY rejects or disapproves an appropriation request such that the CITY will not appropriate the necessary funds to satisfy its obligation under this AGREEMENT, then CONTRACTOR shall have the right to terminate this AGREEMENT effective within seven (7) CALENDAR DAYS of providing written notice of termination to CITY.

#### **9.4 Ceiling Cost**

The ceiling cost for all fees and services identified in this AGREEMENT is \$18,283,407.

#### **9.5 Right of the CITY to Audit**

Upon request by the CITY, the CONTRACTOR shall provide documents on payments, CERTIFIED WEIGHT TICKETS, and any other documents relating to the performance of this Agreement that are necessary to assist the CITY PROJECT MANAGER during an audit. The requested documentation shall be provided to the CITY within ten (10) CALENDAR DAYS of a request. Also, in addition to the above noted documentation, any other information reasonably requested relating to the performance of this Agreement shall be made available for audit by the CITY or designated representatives on behalf of the CITY. The CITY reserves the right to audit the above stated records for four (4) years after the end of the term of this CONTRACT. The CITY shall bear, at its sole expense, all significant audit costs.

#### **9.6 False Claim Act**

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

### **ARTICLE 10 - AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this AGREEMENT shall 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 11 - INDEMNIFICATION AND INSURANCE**

#### **11.1 Indemnification**

Except for the active negligence or willful misconduct of the CITY, or any of its



boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent act, error, or omission or willful misconduct incident to the performance of this AGREEMENT by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. 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. This provision will survive expiration or termination of this CONTRACT.

#### 11.2 Insurance

During the term of this CONTRACT and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146), in Attachment 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 Attachment 3. The CONTRACTOR shall register and submit insurance information into the CITY's KwikComply website (<https://kwikcomply.org>) which can be found on the Office of the City of Administrative Officer, Risk Management's internet site for review and acceptance in accordance with Division 11 of the Los Angeles Administrative Code. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on Attachment 3 hereto. Attachment 3 is hereby incorporated by reference and made a part of this CONTRACT.

#### 11.3 Bonds

All bonds which may be required hereunder shall conform to the CITY's 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 12 -INDEPENDENT CONTRACTOR**

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

## **ARTICLE 13 - WARRANTIES AND RESPONSIBILITY OF THE CONTRACTOR**

- 13.1 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.
- 13.2 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.
- 13.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY under this Agreement. 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 within three (3) OPERATING DAYS 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.
- 13.4 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.
- 13.5 Except as specified in Article 11 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 14 - 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 32.

#### **ARTICLE 15 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by 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 CITY:**

Shahrouzeh Saneie  
Sr. Environmental Engineer  
City of Los Angeles - LA Sanitation and Environment  
Hyperion Water Reclamation Plant  
12000 Vista Del Mar  
Playa Del Rey, CA 90293  
Fax: (310) 648-5070  
Email: Shahrouzeh.saneie@lacity.org

##### **To CONTRACTOR:**

Nicole Stetson  
Sr. District Manager  
Simi Valley Landfill and Recycling Center  
2801 Madera Road  
Simi Valley, CA 93065  
Direct Phone: (661) 816-6147  
Office Phone: (626) 344-4807  
Email: nstetson@wm.com

#### **ARTICLE 16 - OWNERSHIP AND LICENSE (NOT APPLICABLE)**

## **ARTICLE 17 - EXCUSABLE DELAYS**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a SUBCONTRACTOR at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

## **ARTICLE 18 - 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 19 - 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. The party against whom a decision is rendered shall be required to pay, in addition to any judgement, all legal costs and reasonable attorney's fees incurred by both parties pursuant to the resolution to the matter.

## **ARTICLE 20 - 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 21 – 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, reasonable 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 22 - 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 23 – 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 without regard to conflict of law principles. None of the parties to this AGREEMENT shall be considered to be the drafter of this AGREEMENT or any provision hereof for the purpose of any statute, case law, or rule of interpretation or

construction that would or might cause any provision to be construed against the drafter. This AGREEMENT was drafted with substantial input by the parties.

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. Except as set forth in Section 9.1.4, the CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT with no additional compensation paid to the CONTRACTOR.

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 or regulation having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this AGREEMENT shall not be affected thereby.

#### **ARTICLE 24 - SUBCONTRACT APPROVAL**

All subcontracts that are one half of one percent (0.5%) of the total contract amount or \$10,000, whichever is greater, shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR or its affiliates shall not be considered subcontractors. The CONTRACTOR shall not change any of the designated subcontractors, or reduce their level of effort, listed in this AGREEMENT without the prior written approval of the CITY, provided that such approval will not be unreasonably withheld. The CONTRACTOR 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 the subcontractors, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS

#### **ARTICLE 25 - MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION EMPLOYMENT**

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. 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 CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

## **ARTICLE 26 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE**

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 (Attachment 2). 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 CITY PROJECT MANAGER.

## **ARTICLE 27 - 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. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment,

or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. 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 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 CONTRACTOR fails or the principal owner fails to cure such default within ninety (90) days after notice of such default to CONTRACTOR by the CITY. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

## **ARTICLE 28 - WORKER RETENTION ORDINANCE/ LIVING WAGE 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, and the Worker Retention Ordinance (WRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time, which are attached hereto as Attachment 7 and incorporated herein by this reference. These Ordinances require the following:

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



- 10.37.6(c) concerning compliance with such federal law.
3. The CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. The CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.
  4. Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and the WRO.
  5. The CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY's DAA, 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 WRO or both.
- C. Where under the LWO Section 10.37.6(d), the CITY's DAA has determined (a) that CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due 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 CONTRACTOR shall inform employees of their possible right to the federal Earned Income Credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C § 32. The CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from the CONTRACTOR.



## **ARTICLE 29 – LOS ANGELES BUSINESS INCLUSION PROGRAM**

The Mayor's Office approved a waiver from the Los Angeles Business Inclusion Program on November 18, 2020, due to the lack of subcontracting opportunities with this service.

## **ARTICLE 30 - 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 Attachment 15 and incorporated herein by this reference. The 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 31 -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 32 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

### **ARTICLE 33 - CONTRACTOR PERFORMANCE EVALUATION**

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 34 - CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this CONTRACT is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires the CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) CALENDAR DAYS after any change to the responses previously provided if such change would affect the CONTRACTOR'S fitness and ability to continue performing this CONTRACT. (Attachment 1)

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

the Contractor Responsibility Ordinance in performance of the subcontract.

### **ARTICLE 35 -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 36 -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 shall immediately notify, within two (2) BUSINESS DAYS, the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, PERMITS, certificates, or other documents that relate to the CONTRACTOR's performance of this CONTRACT.

### **ARTICLE 37 - 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 or any other APPLICABLE LAW with respect to such labor used to perform under this CONTRACT.

### **ARTICLE 38 - MUNICIPAL LOBBYING ORDINANCE**

The CONTRACTOR shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Attachment 8, 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 39 - FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time. (Attachment 16)

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

The CONTRACTOR further pledges that it shall, during the term of this CONTRACT, 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 Economic Workforce and Development Department (EWDD), which will refer individuals for interview; b) interview qualified individuals referred by EWDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed, and the reasons why referred individuals were not hired.

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

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

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the DAA 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 DAA determines that the subject CONTRACTOR has violated provisions of the FSHO.

## **ARTICLE 40 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING**

Unless otherwise exempt, if this AGREEMENT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR's principals, and the CONTRACTOR's SUBCONTRACTORS expected to receive at least \$100,000 for performance under this AGREEMENT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this AGREEMENT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this AGREEMENT is signed. Additionally, the CONTRACTOR, subject to Charter Section 470(c)(12), is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any subcontractor expected to receive at least \$100,000 for performance under this AGREEMENT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on the City of Los Angeles Contract #\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve-month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

## **ARTICLE 41 - 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. (Attachment 13)

## **ARTICLE 42 - CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS**

The CONTRACTOR shall comply with the CITY's Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this AGREEMENT must include an identical provision.

## **ARTICLE 43 – CONFIDENTIALITY (NOT APPLICABLE)**

## **ARTICLE 44 - DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The CITY may terminate this AGREEMENT at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

## **ARTICLE 45 - LOCAL BUSINESS PREFERENCE ORDINANCE**

To the extent applicable, the CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

## **ARTICLE 46 - FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE**

Any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO), Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post FCIHO information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal

history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Bidders/Proposers seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**ARTICLE 47 - COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS (NOT APPLICABLE)**

**ARTICLE 48 - INTEGRATED CONTRACT**

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT, and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 10 hereof.

**ARTICLE 49 - COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. CONTRACTOR is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at CONTRACTOR'S sole expense, indicating that such



individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

## **ARTICLE 50 - POSSESSORY INTERESTS TAX**

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

## **ARTICLE 51 - ACCESS AND ACCOMMODATIONS**

CONTRACTOR represents and certifies that:

CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135; CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability; CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities; Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and the buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

## **ARTICLE 52 - SUSPENSION**

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this Contract by providing the CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.



### **ARTICLE 53 – COUNTERPARTS**

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by e-mail shall be deemed original signatures.

### **ARTICLE 54 – COVID-19 VACCINATION REQUIREMENTS**

Unless otherwise exempt or inapplicable, employees of CONTRACTOR and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, contractors, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer- BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, CONTRACTOR shall obtain proof that such Contractor Personnel has been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this Agreement. The CONTRACTOR shall grant medical or religious exemptions to Contractor Personnel as required by law.

### **ARTICLE 55 - CONTRACTOR DATA REPORTING (NOT APPLICABLE)**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City. In reliance of Contractor's representation that it is not privately owned business, this provision shall be inapplicable to this CONTRACT.

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

**CITY OF LOS ANGELES**

By: \_\_\_\_\_

Title: Commissioner, Board of Public Works

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

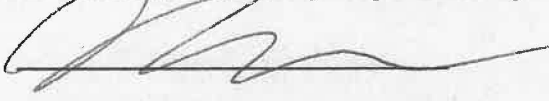
By: \_\_\_\_\_

Title: Commissioner, Board of Public Works

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

**APPROVED AS TO FORM:**

**HYDEE FELDSTEIN SOTO, City Attorney**

By: 

Virginia Choi

Title: Deputy City Attorney

Date: 12/11/2023

**ATTEST:**

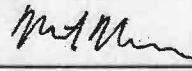
**HOLLY L. WOLCOTT, City Clerk**

By: \_\_\_\_\_

Title: Deputy City Clerk

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

**FOR WASTE MANAGEMENT  
OF CALIFORNIA, INC.  
AGREED AND APPROVED TO:**

By:  \_\_\_\_\_

MIKE HAMMER  
President – Southern  
California Area

Title: \_\_\_\_\_

Date: 12/7/2023

## ATTACHMENT 1

### CONTRACTORS RESPONSIBILITY ORDINANCE

ATTACHMENT 2  
BTRC NOTICE AND APPLICATION

**ATTACHMENT 3**

**INSURANCE REQUIREMENT PACKAGE**

## ATTACHMENT 4

### CITY OF LOS ANGELES CONTRACT HISTORY FORM

## ATTACHMENT 5

### WORKER RETENTION ORDINANCE/ LIVING WAGE ORDINANCE

## ATTACHMENT 6

### LOS ANGELES RESIDENCE INFORMATION FORM



ATTACHMENT 7  
NON COLLUSION AFFIDAVIT

## ATTACHMENT 8

### MUNICIPAL LOBBYING ORDINANCE/ CONTRACT BIDDER CERTIFICATION OF COMPLIANCE FORM

## ATTACHMENT 9

### MAPS OF HYPERION AND TERMINAL ISLAND WATER RECLAMATION PLANTS

ATTACHMENT 10

GRIT AND SCREENING SPECIFICATION

## ATTACHMENT 11

### CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS

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LOCAL BUSINESS PREFERENCE PROGRAM

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### IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

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EQUAL BENEFITS ORDINANCE



ATTACHMENT 15

SLAVERY DISCLOSURE ORDINANCE

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FIRST SOURCE HIRING ORDINANCE

## ATTACHMENT 17

### DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

ATTACHMENT 18

LABOR COMPLIANCE MANUAL