

0150-11955-0001

TRANSMITTAL

TO
The Council

DATE
3/18/2024

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
All

**PROPOSED PERSONAL SERVICES CONTRACT WITH SOUTHERN CALIFORNIA
DISPOSAL CO., FOR THE PROCESSING OF WASTE FROM THE WEST LOS ANGELES
WASTESHED**

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


MAYOR

(Carolyn Webb de Macias for)

MWS/PJH/JVW:jcy:10240167

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

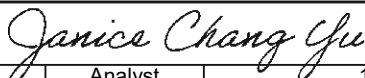

To: The Mayor	Date: 03-01-24	C.D. No. All	CAO File No.: 0150-11955-0001
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Bernadette Halverson (213) 485-3634; James Roska (213) 485-2988;	
Reference: Transmittal from the Board of Public Works dated January 17, 2024 updating Bureau of Sanitation and Bureau of Contract Administration Joint Board Report (BPW-2023-0700) dated December 6, 2023			
Purpose of Contract: To provide transfer, transport, and disposal services of solid waste generated in the West Los Angeles watershed and collected by the City of Los Angeles to City-designated facilities for final disposal or beneficial reuse.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Five years from date of execution, with two five (5) year renewal options, at the City's sole discretion, for a total potential term of 15 years	
Contract/Amendment Amount: Estimated \$21,600,564 for the initial five-year term and \$88,948,669 for the potential 15-year term			
Proposed amount: Estimated up to \$88,948,669			
Source of funds: Solid Waste Resources Revenue Fund			
Name of Contractor: Southern California Disposal Co., Inc.			
Address: 1908 Frank Street, Santa Monica, CA 90404			
	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: 25.0%			
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		

RECOMMENDATIONS

That the City Council authorize the Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation, to execute the proposed Sole Source Personal Services Contract with Southern California Disposal Co., Inc., to provide transfer, transport, and disposal services of solid waste and other items generated in the West Los Angeles Wasteshed, and collected by the City of Los Angeles, to City-designated facilities for final disposal or beneficial reuse. The proposed contract has a five-year initial term, with two five-year renewal options to be exercised at the City's sole discretion, and allowances for the General Manager to modify the contract as necessary to meet the Bureaus operational transfer and disposal needs, over a total potential term of 15 years. The contract has been previously approved by the Board.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests approval to execute a new sole source personal services contract (Contract/Attachment 1) with Southern California Disposal Co., Inc., (Contractor) to receive, transfer, transport, and dispose of solid waste generated in the West Los Angeles Wasteshed

 JVC / JCY Analyst 10240167	 City Administrative Officer
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(WLA wasteshed), and collected by the City of Los Angeles, to City-designated facilities for final disposal or beneficial reuse. In accordance with the provisions in the contract, and to ensure continuity of services, the Bureau exercised the holdover clause through April 30, 2024 (Attachment 2). Our Office has reviewed the request and recommends approval.

Background - The Bureau is responsible for the curbside collection of municipal solid waste or MSW from over 750,000 single family residences and small multi-family complexes of four units or less. The majority of the City collected waste is disposed of at landfills that are distant from several City wastesheds and thus require contracting services for the receipt, transfer and transport of City solid waste to City-designated locations. For the WLA wasteshed, the sole transfer station with sufficient capacity to accept City waste and transfer it to the designated landfill for disposal is Southern California Disposal & Recycling Co., Inc. (SCD).

Vendor Selection / Sole Source Justification - SCD operates a transfer station in the City of Santa Monica and has provided waste transportation and disposal services to the City since 2006. Located at 1908 Frank Street in Santa Monica, California, 90404, SCD employs 26 people, of which seven or 25 percent reside in the City of Los Angeles. SCD services are deemed vital to meet the City's commitment of cost effective waste management options to the WLA wasteshed which is not closely located to either the single City-owned facility, the Central Los Angeles Recycling & transfer Station (CLARTS) or the City-contracted landfills (e.g., Sunshine Canyon Landfill (SCL)).

SCD was first selected in 2006 through a competitive Request for Proposals (RFP) process (Attachment 1, C-109961). Following the expiration of the first contract, in 2013, and in consideration of the lack of available service providers, the urgent and continuous need for this vital service and the City's legal obligation to collect and dispose of waste, the Bureau requested and the City Attorney agreed that a sole source contract with SCD would be most advantageous for provision of the services (Attachment 1, C-123215). Both the initial and subsequent contracts with SCD were for five year terms with the latter, C-123215 providing the City the option to renew on a month to month basis at its discretion following the October 30, 2023 expiration date. On December 13, 2023, the City provided notice to SCD, exercising its option in the holdover clause in C-123215 to continue the services on a month-to-month basis for a six month period through April 30, 2024, including the allowable maximum 10 percent increase of the expenditure amount for services.

SCD Performance – Bureau reports that SCD has consistently demonstrated its commitment to providing convenient and contingent transfer services to the City, all while adhering to the highest standards of quality and responsibility. With its advantageous location just 1.2 miles away from the WLA collection yard, SCD has enabled City drivers to service collection routes more efficiently, thereby saving time and increasing productivity. With the added benefit of being a contingent transfer Station, if CLARTS is unavailable, SCD has provided the City options and effectively performed their work in accordance with the terms of their previous contracts.

Scope and City Preferences – The City plans to utilize SCD to provide services for the receipt, transfer, and transport of residential MSW collected from the WLA wasteshed and to provide a contingent transfer service in the event the City-owned facility, CLARTS, cannot accept City waste as-needed throughout the term of the contract. The agreement requires SCD to accept a daily average of 100 tons of City MSW, calculated on a weekly basis, at their facility delivered by City vehicles between 6:00 AM and 2:00 PM. In addition to MSW, SCD shall also accept other solid waste including but not limited to bulky waste and organic waste. SCD is obligated to give City vehicles preferential access to their

facility's scale house and tipping floor. City will be ensured to be the first to enter and dump at the facility. The City will have priority access to the facility's scale house and tipping floor over non-City customers, and non-City customers shall not hinder City use of the facility or impact City trucks' turn-around times. This preference is beneficial to get City trucks in and out of the facility faster and back onto their routes to pick up from households.

Term - The proposed contract will have a five-year initial term, with two five-year renewal options to be exercised at the City's sole discretion. Article 7 of the Agreement, prescribes the details of the term and various term configurations and options to provide the Bureau flexibility during the performance period of the contract. The City may elect to extend the agreement on a month-to-month basis for a maximum of six months, during which time the City and SCD shall continue performance. Additional flexibility is allowed for in that the Bureau could opt to extend the agreement on a month-to-month basis prior to the end of either the initial five year term if the City elects not to renew, or at the end of any renewal term if the City elects to renew by providing SCD a written notice at least 90 days prior to expiration of the contract.

Contract Costs – Due to the nature of the contract, the cost to the City may vary. There is no contractual ceiling as this is a tip-fee based agreement, which means that the City will have to pay the Contractor the agreed upon rates based on the tonnage transported. The current projected first year rate is \$36.75 per ton. Future years include annual CPI adjustments of six percent. The first year partial costs assuming this new contract is executed by May 1, 2024 and valid through June 30, 2024, is approximately \$650,000 for the two remaining months of the fiscal year, reduced from the \$1.5 million stated in the Board's January 24, 2024 report. The estimated cost for the first five-year contract is \$21,600,564, \$50,434,605 for the ten year period and an estimated \$88,948,669 for the full 15 years. Future year funding will be covered by tip fees and allocated through the annual budget process.

**Table 1: Southern California Disposal Co., Inc.
15-Year Potential Costs – Projected Rates and Estimated Annual Amounts**

Year	Projected Rates	Estimated Annual Amount
Year 1	\$36.75	\$3,836,700
Year 2	\$38.93	\$4,064,334
Year 3	\$41.24	\$4,305,626
Year 4	\$43.69	\$4,561,395
Year 5	\$46.29	\$4,832,510
Year 6	\$49.04	\$5,119,893
Year 7	\$51.96	\$5,424,518
Year 8	\$55.05	\$5,747,421
Year 9	\$58.33	\$6,089,698
Year 10	\$61.81	\$6,452,511
Year 11	\$65.49	\$6,837,094
Year 12	\$69.39	\$7,244,751
Year 13	\$73.53	\$7,676,868
Year 14	\$77.92	\$8,134,912
Year 15	\$82.57	\$8,620,438
5-Year Total		\$21,600,564
10-Year Total		\$50,434,605
15-Year Total		\$88,948,669

Notes: Tonnage per day (TPD) is estimated at 400; Estimated Rate per ton is \$36.75; Estimated annual CPI is 6 %

1022 Determination – On October 12, 2021, CAO made a determination, following Personnel's findings, that while City employees do have the expertise to perform the work, it is more feasible to contract out the work because the City does not own or operate a landfill or a transfer station in the Western portion of the City and does not have the necessary equipment, facilities and operation permits to directly perform the work. Additionally, acquisition of these items may not be achieved in a timely manner or serve the City's best interests. The CAO position and feasibility determination remains unchanged. SCD is reportedly an Other Business Enterprise or OBE, though not subject to the Business Inclusion Process because of the sole source designation of the contract. The proposed contract has been approved as to form by the Office of the City Attorney. Our Office recommends approval.

FISCAL IMPACT STATEMENT

There is no additional impact to the General Fund. Funding is provided in the Sanitation Expense and Equipment Account for tip fees in the Solid Waste Resources Revenue Fund, Fund 508, which is not a full cost recovery fund. The financial impact of the partial year contract is approximately \$650,000 assuming the contract is executed by May 1, 2024. The estimated cost for the first five-year contract is \$21,600,564, \$50,434,605 for the ten year period and an estimated \$88,948,669 for the full 15 years. The Agreement includes Standard Provisions which contain a City obligation limitation clause which limits the City's obligation to make payments to funds which have been appropriated for this purpose.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's financial policies in that the City's financial obligation is limited to funds budgeted for this purpose and future expenditures are limited to appropriation of funds in the budget.

Attachment 1 – Transmittal from the Board of Public Works dated January 17, 2024 updating Bureau of Sanitation and Bureau of Contract Administration Joint Board Report (BPW-2023-0700) dated December 6, 2023
Attachment 2 – December 14, 2023 Correspondence from LASAN exercising month-to-month holdover provision

MWS/PJH/JVW:10240167

**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 OFFICER200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278<http://bpw.lacity.org>

January 17, 2024

BPW-2023-0036

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

**SOLE SOURCE PERSONAL SERVICES CONTRACT – SOUTHERN CALIFORNIA
 DISPOSAL & RECYCLING CO., INC. – TRANSFER, TRANSPORT, AND DISPOSAL
 SERVICES OF CITY WASTE FROM THE WEST LOS ANGELES WASTESHED TO
 CITY DESIGNATED FACILITIES**

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 Sole Source Personal Services Contract with Southern California Disposal & Recycling Co., Inc., to provide transfer, transport, and disposal services of solid waste generated in the West Los Angeles wasteshed and collected by the City of Los Angeles to City-designated facilities for final disposal or beneficial reuse; and
2. AUTHORIZE the President or two members of the Board will execute the contract.

(W.O. SRBCAOCC)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

for 
DR. FERNANDO CAMPOS,
 Executive Officer, Board of Public Works

FC:lc


DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 2
JANUARY 17, 2024

CD: ALL

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

JAN 17 2024

AND REFERRED TO THE MAYOR

Executive Officer
Board of Public Works

AND REFERRED TO THE CITY COUNCIL

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

RECOMMENDATIONS

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

TRANSMITTALS

1. Copy of the proposed contract between the City of Los Angeles and Southern California Disposal & Recycling Co., Inc. for the transfer, transport, and disposal services of City municipal solid waste (MSW) from the West Los Angeles (WLA) Wasteshed.

FISCAL IMPACT STATEMENT

There is no General Fund impact resulting from the execution of this contract. This contract is funded by the Solid Waste Resources Revenue Fund, Fund 508.

DISCUSSION**Background**

LA Sanitation and Environment (LASAN) is responsible for the curbside collection of MSW from over 750,000 single family residences and small multi-family complexes of four units or less. In terms of MSW, the City is divided into six (6) wastesheds: East Valley, West Valley, West Los Angeles, North Central, South Los Angeles, and Harbor.

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The majority of the City collected waste is disposed of at landfills that are distant from several City wastesheds and thus require contracting services for the receipt and transfer of City solid waste. For the WLA wasteshed, the only transfer station with sufficient capacity to accept City waste and transfer it to the designated landfill for disposal is Southern California Disposal & Recycling Co., Inc. (SCD), an OBE.

SCD was previously selected and awarded two contracts to provide transfer, transport, and disposal services of City waste for the WLA wasteshed: C-109961 in 2006 following the Request for Proposal (RFP) process, and C-123215 in March 2013 as a sole source contract. Contract C-123215 had a five (5)-year term with an option by the City to renew for an additional five (5) years. The City exercised that renewal option.

The second five (5)-year term of contract C-123215 expired on October 31, 2023, LASAN recognizes the importance of providing uninterrupted transfer and disposal services for the WLA wasteshed. LASAN has carefully evaluated options and determined that there are no other transfer facilities in the West LA wasteshed or in nearby municipalities that meet the tonnage and operational needs for the City's waste collection. This determination was conducted through a search of solid waste facility permits issued by CalRecycle for facilities within or near the West LA wasteshed. As such LASAN has decided to enter into a sole source agreement with SCD.

SCD has consistently demonstrated its commitment to providing convenient and contingent transfer services to the City, all while adhering to the highest standards of quality and responsibility. With its advantageous location just 1.2 miles away from the WLA collection yard, SCD has enabled the City drivers to service collection routes more efficiently, thereby saving time and increasing productivity. With a transfer station close to the collection routes, City drivers can maximize their use of time at curbsides collecting waste instead of using that valuable time traveling to a transfer station. In contrast, transferring to the City's Central Los Angeles Recycling and Transfer Station (CLARTS) located 14 miles from the WLA collection yard diverts time away from the actual collection activities. Additionally, SCD is the only transfer station in the WLA wasteshed with the tonnage capacity that can sufficiently handle the City's needs for regular collection services and as-needed diversion. With the added benefit of being a contingent transfer station if CLARTS is unavailable, SCD has effectively performed their work in accordance with the terms of their previous contracts.

Scope of Services

The agreement requires SCD to accept a daily average of 100 tons of City MSW, calculated on a weekly basis, at their facility delivered by City vehicles between 6:00 AM and 2:00 PM. In addition to MSW, SCD shall also accept other solid waste including but not limited to bulky waste and organic waste. SCD is obligated to give City vehicles access to their facility's scale house and tipping floor on a "first to arrive, first to service" basis.

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

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

The City shall pay SCD a transfer and hauling rate of \$36.75 per ton to Sunshine Canyon Landfill, inclusive of applicable taxes, and any fuel surcharges based on the average fuel price for the invoiced period. The transfer and hauling rates are subject to adjustment each fiscal year to reflect the cumulative changes in the Consumer Price Index.

Sole Source Justification

In order to secure uninterrupted transfer, transport, and disposal services for City collected MSW, LASAN is seeking approval from the Board to enter a new contract with SCD. The City seeks to continue services with SCD through a Sole Source contract for the following reasons:

1. Based on review of solid waste facility permits in the West LA watershed and nearby jurisdictions, SCD is the only permitted transfer station in the WLA watershed with sufficient capacity for City collected refuse;
2. SCD has consistently provided an environmentally sound alternative to directly delivering City refuse from the WLA watershed to the landfill;
3. SCD has consistently demonstrated its ability to provide contingent services in the event of a shutdown at CLARTS or other disposal facilities servicing the City.

Proposed Term of Agreement and Estimated Costs

The contract term will be for five years (5) with two five (5)-year renewal options, for a potential fifteen (15)-year agreement at the City's sole discretion. In addition to the two five (5)-year renewal options, the City may elect to extend the agreement on a month-to-month basis for a maximum of six (6) months, during which period the City and SCD shall continue performance. The City may extend the agreement on a month-to-month basis prior to the end of either the initial five (5)-year term if the City elects not to renew, or the end of any renewal term if the City elects to renew, by providing SCD a written notice at least 90 days prior to expiration of the contract.

Due to the nature of the contract, the cost to the contractor may vary. There is no contractual ceiling as this is a tip-fee based contract. The estimated cost for the first five-year contract is \$21,600,564. The estimated cost for the potential fifteen-year contract is \$88,948,669.

Business Inclusion Program

The Office of Procurement, Office of the City Administrative Officer has determined that due to the sole source nature of this opportunity it is not subject to the Business Inclusion Program.

Notification of Intent to Contract

The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on January 29, 2021.

Charter Section 1022

The CAO determined on October 12, 2021, that City employees have the expertise to perform the work. However, it is more feasible to contract out the work because the City does not own or operate a landfill or a transfer station in the Western portion of the City and does not have the necessary equipment, facilities, and operating permits. Acquisition of these items may not be achieved in a timely manner nor serve the City's best interests.

Approved as to Form

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

Other City Policies and Requirements

Southern California Disposal & Recycling Co., Inc. shall comply with all City requirements, including:

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

CONTRACTOR RESPONSIBILITY ORDINANCE

All contractors participating in this program 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.C.C.]. Failure to comply with the requirements specified in this ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

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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 quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

Headquarters Address and Workforce Information

The headquarters of Southern California Disposal & Recycling Co., Inc. is 1908 Frank Street, Santa Monica CA 90404. Southern California Disposal & Recycling Co., Inc. employs 26 people, of which 7 reside in the City of Los Angeles.

Contract Administration

Responsibility for the administration of this contract will be with the Solid Resources Support Services Division of LASAN.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

This contract was approved by PRD on February 22, 2021 in the amount of \$24,000,000 for the first 5-year term.

STATUS OF FINANCING

There is no impact to the General Fund. There is no contractual cost ceiling for this contract as it is tip fee based. Funding in the amount of \$1,500,000 is available in Budget Fiscal Year 2023-24, Fund No. 508, Solid Waste Resources Revenue Fund, Department No. 50, Appropriation Account No. 50YX82, Sanitation Expense and Equipment.

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.

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FUTURE ACTIONS

Upon authorization by the Council and the Mayor, the Board will execute the contract with Southern California Disposal & Recycling Co., Inc.

Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

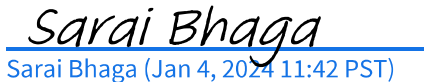

Lynda McGlinchey (Jan 16, 2024 16:51 PST)

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 (Jan 4, 2024 11:42 PST)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: _____

APPROVED AS TO FUNDS:



MIGUEL DE LA PEÑA, Director
Office of Accounting
508/50/50YX82 \$1,500,000

Date: 1/10/2024

Prepared by:
Jocelyn Valencia, Solid Resources Support Services Division
(213) 847-3461

CONTRACT NO. C -

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

SOUTHERN CALIFORNIA DISPOSAL CO., INC.

FOR

**FOR THE RECEIPT, TRANSFER, AND TRANSPORT OF CITY
WASTE**



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

Barbara Romero, Director and General Manager
Alexander E. Helou, Assistant Director

Solid Resources Support Services Division
Cecile Buncio, Manager

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND SOUTHERN CALIFORNIA
DISPOSAL CO., INC. FOR THE RECEIPT, TRANSFER, AND TRANSPORT OF CITY WASTE

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

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 called the "CITY", and "Southern California Disposal Co., Inc." hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

W I T N E S S E T H

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

WHEREAS, the majority of the CITY-collected waste is disposed of at landfills that are distant from several CITY wastesheds, and thus requires contracting services for the receipt and transfer of CITY solid waste;

WHEREAS, MSW collected in the West Los Angeles (WLA) district by CITY collection vehicles likewise require receipt and transfer to the designated landfill for disposal, or designated processing facility for recycling or reuse.; and

WHEREAS, the CITY's existing contract with the CONTRACTOR (C-123215) for the receipt, transfer, and transport of CITY WASTE expires on October 30, 2023; and

WHEREAS, the CONTRACTOR's services are deemed to be vital to meet the CITY's commitment to provide cost effective waste management options to the WLA wasteshed which is uniquely remote from the City-owned Central Los Angeles Recycling & Transfer Station (CLARTS) and the City-contracted landfills (e.g., Sunshine Canyon Landfill (SCL)); and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services for the receipt, transfer, and transport of residential MSW collected from the WLA wasteshed and to provide a contingent transfer service in the event the City-owned CLARTS cannot accept CITY WASTE as-needed throughout the term of the contract; and

WHEREAS, the CONTRACTOR has demonstrated professional and responsible receipt, transfer, and transport services to the CITY, and continuity of this service is necessary to provide efficient and timely collection and cost effective waste management options to the WLA wasteshed; and

WHEREAS, the CONTRACTOR is the only transfer station in the WLA watershed with sufficient capacity to accept the CITY WASTE; and

WHEREAS, the CONTRACTOR maintains ownership of the CONTRACTOR'S FACILITY, and will be required to provide the services and rights provided in this AGREEMENT; and

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

WHEREAS, the CONTRACTOR meets all Federal, State, and Local requirements to perform receipt, transfer, and transport of residual MSW and other CITY WASTE; and

WHEREAS, the services to be provided by the CONTRACTOR are of an expert and technical nature for which the CITY finds that competitive bidding is not practical or advantageous; and

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

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

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

ACCEPTED (or ACCEPT or other variation thereof)	When CITY WASTE is deposited on the CONTRACTOR'S FACILITY tipping floor; when CITY WASTE is directly hauled and deposited at the LANDFILL; and/or when CITY WASTE is delivered to a transfer station other than
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	the CITY-designated CONTRACTOR'S FACILITY for landfill disposal.
AGREEMENT/CONTRACT	This contractual agreement between the CITY and Southern California Disposal Co., Inc. for the transfer and transport of residential municipal solid waste collected from the West Los Angeles wasteshed.
APPLICABLE LAW	All statues, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the CONTRACTOR'S FACILITY, the LANDFILL, or the performance of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.
BOARD	The Board of Public Works of the City of Los Angeles.
BULKY WASTE	Large oversized waste (also known as "hard-to-handle") including, but not limited to stoves, sinks, mattresses, and sofas.
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.
CERTIFIED WEIGH STATION	Weighing station certified by the State of California Department of Food and Agriculture Division of Measurement Standards, the Los Angeles County Department of Weights and Measures as applicable, and/or any other applicable entity having jurisdiction.
CERTIFIED WEIGHT TICKETS	Weight tickets issued by a certified weigh master from a CERTIFIED WEIGH STATION indicating the GROSS WEIGHT and TARE WEIGHT of the vehicle, as well as the NET WEIGHT of the delivered CITY WASTE. All weight tickets shall be affixed with the following legend: WEIGHMASTER CERTIFICATE.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los

	Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this AGREEMENT
CITY WASTE	Waste collected by the CITY and/or specified hauling contractors and/or other Departments of the CITY specifically designated by the CITY for inclusion in this AGREEMENT.
CONTRACT EXECUTION DATE	The date when all conditions identified in Article 7 have been completed and the contract has been attested and issued a contract number by the City Clerk.
CONTRACTOR	Southern California Disposal Co., Inc.
CONTRACTOR PROJECT MANAGER	Designated representative of Southern California Disposal Co., Inc. for all issues related to this AGREEMENT.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT.
CONTRACTOR'S FACILITY	Southern California Disposal Company located at 1908 Frank Street, Santa Monica, CA 90404.
DESIGNATED SITE	A permitted landfill, processing facility or transfer station designated by the CITY in accordance with Section 4.2.2 of ARTICLE 4.
DIRECT COSTS	The sum of: (i) the costs of payroll directly related to the performance or supervision of any obligation pursuant to the terms hereof including compensation, fringe benefits, vacation, sick leave, holidays, retirement, Workers Compensation insurance, Federal and State unemployment taxes and all medical and health insurance benefits, (ii) the costs of materials, services, rental costs, and supplies purchased by such party directly related to the CONTRACT, (iii) the cost of travel and subsistence, and (iv) reasonable costs to subcontractors necessary to such obligation.

DIRECTOR	Director of LASAN or his/her designated representative
GROSS WEIGHT	The weight of the CITY collection vehicle including the loaded CITY WASTE.
HOLIDAYS	New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving, Christmas (December 25), and any other holidays officially designated and observed by the CITY. On legal holidays, the CITY does not collect CITY WASTE.
HOUSEHOLD HAZARDOUS WASTE	Those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.
LANDFILL	The CITY permitted solid waste facility that accepts solid waste for land disposal.
LASAN	Bureau of Sanitation, Department of Public Works, City of Los Angeles
MBE/WBE/SBE/EBE/DVBE/OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises
NET WEIGHT	The difference between the GROSS WEIGHT and the TARE WEIGHT of the CITY WASTE delivered.
NON-CITY WASTE	Waste or material transferred at the CONTRACTOR'S FACILITY other than CITY WASTE delivered by the CITY vehicles to the CONTRACTOR'S FACILITY.
OPERATING DAY	Any CALENDAR DAY for which the CONTRACTOR is obligated, pursuant to this AGREEMENT, to open the CONTRACTOR'S FACILITY to receive CITY WASTE.
PERMITS	All Federal, State of California, local or any other pertinent governmental units, permits, orders, licenses, and approvals required by APPLICABLE LAW (including, but not limited to, California Environmental Quality Act (CEQA)) for the legal proper modifications, operations

	and maintenance of the CONTRACTOR'S FACILITY, LANDFILL and equipment.
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR
TARE WEIGHT	The weight of an empty collection vehicle.
TON	2,000 pounds
TPD	Tons per day
UNPERMITTED WASTE	Waste which, by reason of its composition or characteristics is (a) a hazardous substance or hazardous waste, regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related Federal, State of California, and local laws and regulations; the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related Federal, State of California, and local laws and regulations; the comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; or in any future additional or substitute Federal, State of California or local laws and regulations pertaining to the identification, treatment, storage or disposal of hazardous waste; (b) infectious medical waste resulting from medical procedures which may cause or is capable of causing disease, including body fluids, laboratory cultures, pathological waste and sharps; or (c) any waste that contains a radioactive material, the storage or disposal of which is subject to State of California or federal regulation.
WASTESHED	A CITY solid waste collection district or other geographic area defined by the CITY within CITY limits that generates solid waste. The CITY'S residential collection districts are: West Valley, East Valley, West Los Angeles, North Central, South Los Angeles, and Harbor.

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

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 3 – PROJECT DESCRIPTION

LASAN is responsible for the collection of residential municipal solid waste from approximately 750,000 single family residences and small apartment complexes of four (4) units or less. Because the West Los Angeles watershed is remote from the City-owned Central Los Angeles Recycling & Transfer Station (CLARTS) and the City-contracted landfills (e.g., Sunshine Canyon Landfill), the CITY is required to secure transfer and transport services for residential waste generated in the West Los Angeles watershed.

LASAN will deliver CITY WASTE to CONTRACTOR'S FACILITY. The following are the project descriptions:

- 3.1 LASAN'S delivery of CITY WASTE to the CONTRACTOR'S FACILITY from its curbside residential collection program.
- 3.2 The receipt and acceptance of CITY WASTE by the CONTRACTOR at the CONTRACTOR'S FACILITY per Article 4 Section 4.4.1.
- 3.3 The transportation of CITY WASTE by CONTRACTOR from the CONTRACTOR'S FACILITY to DESIGNATED SITES per Article 4 Section 4.4.2.

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

- 4.1 The CONTRACTOR shall perform the services described in Article 4.4. The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.
- 4.2 The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.
- 4.3 Maintenance of Records

The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following (except for inbound weight records which shall be kept for seven (7) years per Section 4.4.46.3): (1) the final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. The CONTRACTOR shall provide any reports requested by the CITY regarding the performance of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this CONTRACT.

4.4 Scope of Services

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

4.4.1 Acceptance of CITY WASTE

4.4.1.1 Hours of Operation

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

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

4.4.1.2 CITY Priority

The CONTRACTOR shall give the CITY'S waste collection vehicles access to the facility's scale house and tipping floor on a "first to

arrive, first to service" basis. Self-haul non-CITY customers of the CONTRACTOR'S FACILITY shall not have priority service over CITY collection vehicles in the tipping area designated for larger collection trucks. The CONTRACTOR shall use their best efforts to ensure that the services provided to the CITY are not hindered, delayed, or in any way affected because of services provided to non-CITY users of the CONTRACTOR'S FACILITY. Refer to Section 4.4.1.7.C regarding truck turn-around time and queuing.

Per Article 4 of the CITY'S contract with Browning-Ferris Industries of California (Contract C-138499), CITY WASTE delivered to the Sunshine Canyon Landfill through its contracted TRANSFER STATIONS, as defined in that contract, shall have priority access over other CITY and non-CITY customers waste deliveries at this landfill. Should CONTRACTOR experience issues with priority access at this landfill, CITY agrees to confer with CONTRACTOR on addressing issues and identifying potential remedies.

4.4.1.3 Acceptance of CITY WASTE Collected by the CITY

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

In the event of a disruption in the CITY'S ability to transfer CITY WASTE via CLARTS, it may be necessary for the CITY to deliver additional CITY WASTE to the CONTRACTOR'S FACILITY until that disruption is remedied. In such events, the CITY shall notify the CONTRACTOR by phone during operating hours, and the CONTRACTOR shall be able to accept up to 590 TPD of CITY WASTE, depending on the available capacity of the CONTRACTOR'S FACILITY at the time of the request. Notwithstanding the foregoing, in no event shall the CONTRACTOR exceed the permitted capacity of the CONTRACTOR'S FACILITY for the purpose of satisfying the CITY's request.

On every OPERATING DAY, the CONTRACTOR shall accept CITY WASTE at the CONTRACTOR'S FACILITY, to the extent the CONTRACTOR'S FACILITY has available capacity and ability to ACCEPT and process such deliveries for transfer, in accordance with PERMITS and APPLICABLE LAW and subject to the CONTRACTOR'S discretion to accept NON-CITY WASTE in accordance with Section 4.4.1.6.

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

4.4.1.4 Other CITY-collected Materials

The CITY may deliver other CITY-collected materials, including but not limited to BULKY WASTE, organics, and recyclables, which shall be considered CITY WASTE for purposes of this AGREEMENT. The CONTRACTOR shall ACCEPT such materials at the CONTRACTOR'S FACILITY to be transloaded and hauled to a site designated by the CITY and as mutually agreed by the CITY and CONTRACTOR.

4.4.1.5 Separation of Waste Delivered by the CITY

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

4.4.1.6 Contractor's Right to Accept NON-CITY WASTE

The CONTRACTOR maintains the right to provide services at the CONTRACTOR'S FACILITY to haulers of NON-CITY WASTE. The CONTRACTOR'S FACILITY'S available capacity for transfer and transport of NON-CITY WASTE shall be in addition to that reserved for the CITY. To the extent possible, the CONTRACTOR shall handle NON-CITY WASTE completely separately from the CITY WASTE to ensure the wastes are not commingled.

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

4.4.1.7 Monitoring of Waste/Exclusion of UNPERMITTED WASTE

A. Responsibilities

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

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

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

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

B. Cost and Liabilities

The CONTRACTOR shall pay all the costs incurred in monitoring UNPERMITTED WASTE pursuant to Section 4.4.1.7. Subject to CITY review and approval, the CITY shall pay all DIRECT COSTS of cleaning up, removing, transporting, and disposing UNPERMITTED WASTE delivered to the CONTRACTOR'S FACILITY, provided the

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

C. Truck Turnaround Time and Queuing

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

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

4.4.2 Transfer and Hauling CITY WASTE to DESIGNATED SITES

4.4.2.1 Contractor's Obligation to Transfer and Haul CITY WASTE to DESIGNATED SITES

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

4.4.2.2 Designation of Sites for CITY WASTE

The following in Table 1 are the DESIGNATED SITES for the CONTRACTOR to transport the CITY WASTE. CONTRACTOR shall

deliver to the Primary Disposal Facility (Sunshine Canyon Landfill) unless as specified in ARTICLE 4.4.5.

Table 1. Contractor DESIGNATED SITES

Primary Disposal Facility		
Sunshine Canyon Landfill	14747 San Fernando Rd, Sylmar 91342	54 miles round trip
Contingency Facilities		
Calabasas Landfill	5300 Lost Hills Rd, Agoura 91301	56 miles round trip
Chiquita Canyon Landfill	29201 Henry Mayo Dr, Castaic 91384	76 miles round trip
Simi Valley Landfill	2801 Madera Rd, Simi Valley 93065	80 miles round trip
Any other Facility as Mutually Agreed by CITY and CONTRACTOR	To be agreed upon	To be agreed upon

DESIGNATED SITES are permitted solid waste facilities that can accept CITY WASTE. The Primary Disposal Facility (Sunshine Canyon Landfill) is located approximately 54 miles round-trip from the CONTRACTOR'S FACILITY, measured using the shortest available truck route from the CONTRACTOR'S FACILITY. In the event that CONTRACTOR uses Contingency Disposal Facilities (ARTICLE 4.4.5), which are located more than 50 miles round-trip from the CONTRACTOR'S FACILITY, the CITY and CONTRACTOR shall meet to discuss which alternatives are best to utilize depending on the available capacities.

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

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

separate agreement between CONTRACTOR and the DESIGNATED SITE.

The CONTRACTOR acknowledges that the DESIGNATED SITES may vary during the life of this AGREEMENT and the CITY shall notify the CONTRACTOR of any changes thereto in writing. The CONTRACTOR shall be paid for the transport of CITY WASTE to such DESIGNATED SITES in accordance with ARTICLE 11. Except as provided for in Section 4.4.2.3 of ARTICLE 4, and except for the disposal of CITY WASTE at the LANDFILL, the CITY shall directly pay the operator or owner of the DESIGNATED SITES, and not CONTRACTOR, any charges or fees for the use of such DESIGNATED SITE.

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

4.4.2.3 Contractor's Option to Identify and/or Secure Landfill Options

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

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

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

the CITY to the CONTRACTOR'S FACILITY. Subject to City review and approval, the CITY shall reimburse the CONTRACTOR its DIRECT COST of managing CITY WASTE at the designated facility.

Notwithstanding anything to the contrary in this Section 4.4.2.3, the CITY shall have the right, in its sole discretion, to enter into an agreement for facility capacity for CITY WASTE without consultation, or participation with the CONTRACTOR.

4.4.3 Staffing

The CONTRACTOR shall employ sufficient staff to operate, maintain, and manage the facility and equipment in accordance with generally accepted practices of the solid waste management industry, and to perform its obligations under this AGREEMENT including weighing of trucks; monitoring loads; spotting and source-separating CITY WASTE (based on sufficient capacity and available space at the CONTRACTOR'S FACILITY) reserved for delivery to a Solid Waste Disposal Facility, and transferring of CITY WASTE to the DESIGNATED SITES; operating and maintaining all equipment, machinery, buildings, and providing reasonable security.

4.4.4 Operation and Maintenance of Facility and Equipment

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

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

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

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

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

4.4.5 Contingency Disposal Service

If the CITY'S Primary Disposal Facility experiences adverse conditions or incapacitation, meaning truck turnaround times exceeding 60 minutes for more than two continuous hours, the CONTRACTOR shall confer with the CITY PROJECT MANAGER to determine the use of the following Contingency Disposal Facilities in Table 2 based upon available capacity and availability at the Contingency Disposal Facility.

Table 2. Contingency Disposal Facilities

Contingency Facilities	
Chiquita Canyon Landfill	29201 Henry Mayo Dr, Castaic, 91384
Calabasas Landfill	5300 Lost Hills Rd, Agoura 91301
Simi Valley Landfill	2801 Madera Rd, Simi Valley 93065
Any other Landfill or Facility as mutually agreed upon by CITY and CONTRACTOR	

4.4.6 Weighing Records

4.4.6.1 Measurement Devices and Procedures

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

WASTE), and the disposal of all materials.

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

4.4.6.2 Estimates During Incapacitation

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

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

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

4.4.6.3 Weight Records

The CONTRACTOR shall maintain the following daily records:

I. TONS of CITY WASTE including source-separated waste streams ACCEPTED at the CONTRACTOR'S FACILITY;
II. TONS of CITY WASTE delivered to each DESIGNATED SITE; and
III. TONS of CITY source-separated waste streams delivered to each DESIGNATED SITE. All such weight records shall be in a form acceptable to the CITY for billing and statistical purposes and shall be made available for review by the CITY during CONTRACTOR's hours of operation. The CONTRACTOR shall, on a monthly basis, submit on a compact disk, flash drive, email, or other format compatible with CITY'S computers, a report containing the weights

of CITY WASTE delivered for that month. The CONTRACTOR shall retain such records for at least seven (7) years and provide written notice to the CITY prior to destroying such records to give the CITY the option of receiving copies of such records. The CONTRACTOR shall provide printed copies of such records to the CITY, upon the CITY'S request. The obligations of the CONTRACTOR in Section 4.4.6.3 shall survive the termination of this AGREEMENT.

4.4.6.4 Testing of Vehicle Weigh Scales

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

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

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

4.4.6.5 City Representative to Monitor Compliance

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

4.4.7 Workplace Safety Requirements

CONTRACTOR shall provide all workers and the public protection from all safety hazards through its occupational safety and health programs. CONTRACTOR shall be responsible for abiding by APPLICABLE LAWS regarding workplace health and safety. The CONTRACTOR shall provide the CITY access to or printed copies of such health and safety programs and records, upon the CITY'S request. CONTRACTOR shall notify the CITY, in writing, of any citation, together with a copy of such citation, received by the CONTRACTOR for any facility for which CITY residual MSW is delivered. Such notice to the CITY shall be made within five (5) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.4.8 Spill Prevention

All trucks used for the transportation of material from the CONTRACTOR'S transfer stations to the LANDFILL or any other designated location under this AGREEMENT shall be tarped, sealed, and secured before leaving the loading site. The CONTRACTOR must remove any spillage or other accidental deposit of materials during transportation by CONTRACTOR and clean the affected area. CONTRACTOR must notify CITY of any such spills incidences.

The CONTRACTOR shall submit a written, detailed, and complete spill response plan to the CITY ten (10) days prior to receiving the first truckload of material under this AGREEMENT. Further, the spill response plan shall be submitted on either an annual basis, or whenever there is a change to the spill response plan. Such spill response plan shall comply with all APPLICABLE LAWS and is subject to approval by the CITY.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

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

Name, Title:	Mike Matosian, VP at Southern California Disposal & Recycling
Address:	1908 Frank St, Santa Monica, CA 90404
Telephone:	310-828-6444 or 310-505-8607
E-mail:	mike@scdisposal.com

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

- 5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of the CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.
- 5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

- 5.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. 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 any SUBCONTRACTOR.

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

The CITY designates James Roska as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of this 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/her stead. The CITY may designate another CITY employee to succeed James Roska as the CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such an event.

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

6.1 City Deliveries

The CITY shall deliver a minimum daily average of 100 TPD of CITY WASTE calculated on a weekly basis to the CONTRACTOR'S FACILITY, such deliveries shall be during the hours of operation specified in Section 4.4.1.1 of this AGREEMENT.

6.2 CITY Collection Vehicles

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

6.3 Title to CITY WASTE

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

6.4 DESIGNATED SITES

The CITY shall make all efforts to designate sites for the processing, and/or disposal of CITY WASTE delivered to the CONTRACTOR'S FACILITY, provided the CITY is able to obtain binding contracts for sufficient processing, or disposal capacity for the CITY WASTE.

6.5 Payment of the Service Fee

The CITY shall pay the CONTRACTOR the Service Fee in accordance with ARTICLE 11 of this AGREEMENT.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five years (5) with two five (5)-year renewal options, for a potential fifteen (15)-year AGREEMENT at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 9 or extended by a duly approved amendment to this AGREEMENT and signed by the parties. In addition to the two five (5)-year renewal options the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of either the initial five (5)-year term if the CITY elects not to renew, or the end of any renewal term if the CITY elects to renew, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During the period of the month-to-month extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of ten percent (10%) of the total CONTRACT cost. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

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

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

ARTICLE 8 – SUSPENSION (NOT APPLICABLE)

ARTICLE 9 – TERMINATION

9.1 Termination for Convenience

The CITY may terminate this CONTRACT, in whole or in part, for the CITY'S convenience at any time by providing the CONTRACTOR thirty days (30) written notice. Upon receipt of the notice of termination, the CONTRACTOR shall immediately take action not to incur any additional obligations, costs, or expenses, except as may be necessary to terminate its activities. The CITY shall pay the CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by the CONTRACTOR to effect the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights the CITY is entitled to, shall become CITY property upon the date of the termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21, if the CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the

CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.

9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.

9.2.5 Acts of Moral Turpitude

A. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

B. If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.

C. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.

D. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer,

mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- E. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

9.2.6 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

9.2.7 If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

9.2.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

9.3 In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) working days of the termination.

ARTICLE 10 – 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 the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS/ SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT without the prior written approval of the CITY. 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 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 11 - COMPENSATION, INVOICING, AND PAYMENT

11.1 Service Fee

The Service Fee (SF) will be established as of the CONTRACT EXECUTION DATE. The total cost for services during the invoiced period shall be the Service Fee multiplied by the tonnage of CITY WASTE delivered and ACCEPTED by the CONTRACTOR.

$$SF = OF + TX + FS_1$$

Where:

SF = Service Fee (unit: \$/ton)

OF = Operating Fees pursuant to Section 11.1.1 (unit: \$/ton)

TX = Pass-through taxes as defined in Section 11.1.2 (unit: \$/ton)

FS1 = Fuel Surcharge = (AFP - BFP1) * 0.74

AFP = Average Fuel Price is the average "on highway" diesel fuel price for the Los Angeles area published by the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) (unit: \$/gal);

BFP = Baseline Fuel Price used to establish the Service Fee on CONTRACT EXECUTION DATE will be \$4.49/gallon.

Table 3: Summary of Service Fee Components

Facility	Operating Fee	Pass-Through Taxes	Fuel Surcharge	Total Service Charge (excluding Fuel Surcharge)
Sunshine Canyon Landfill	\$36.34	0.41	To be calculated during invoice period	\$36.75
Calabasas Landfill	\$36.96	0.41		\$37.37
Chiquita	\$43.16	0.41		\$43.57

Canyon Landfill				
Simi Valley Landfill	\$44.40	0.41		\$44.81
Any other Facility as mutually agreed upon by CITY and CONTRACTOR	TBD	TBD		TBD

11.1.1 Operating Fees

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

$$OF = TR + (HR \times MI)$$

Where:

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

TR = Transfer Rate = \$19.40 per ton (unit: \$/ton);

HR = Hauling Rate = \$0.31 per ton per mile (unit: \$/ton-mile);

MI = Round-trip miles (unit: mile)

The Operating Fee (OF) for CITY WASTE delivered to the different facilities are set forth in Table 4. The OF rates and Fuel Surcharge shall be adjusted according to Section 11.1.1 and 11.1.3 respectively.

TABLE 4: Operating Fee (\$/ton) for the following facilities:

Facility	Transfer Rate (TR) (\$/ton)	Hauling Rate (HR) (\$/ton-mile)	Round-Trip Miles (MI) (mile)	Total Operating Fee (\$/ton)
Sunshine Canyon Landfill	\$19.60	\$0.31	54	\$36.34
Calabasas Landfill	\$19.60	\$0.31	56	\$36.96

Chiquita Canyon Landfill	\$19.60	\$0.31	76	\$43.16
Simi Valley Landfill	\$19.60	\$0.31	80	\$44.40
Any other Facility as mutually agreed upon by CITY and CONTRACTOR	\$19.60	\$0.31	TBD	TBD

The Operating Fee shall be firm for the first partial CITY fiscal year of the AGREEMENT, and shall be adjusted on each July 1st thereafter within the AGREEMENT term, to reflect the cumulative changes in the Consumer Price Index (CPI-U) for the preceding May compared with the CPI-U for May in the prior fiscal year.

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

Where:

IN = Annual inflation factor;

CPI-U_a = Published CPI-U for the May immediately preceding the date of the adjustment; and

CPI-U_b = Published CPI-U for the May one year prior to CPI-U_a

The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles – Anaheim – Riverside Metropolitan area. The annual inflation factor ("IN") shall not exceed six percent (6%) in any given year. The 6% annual inflation factor (IN) shall not be applied to pass-through taxes, host fees, Clean Air Host fees, import fees, governmental fees, the fuel component of the transfer rate, or CHANGE IN LAW.

If the calculated annual inflation factor would exceed 6% in any given year, but is capped at 6% as provided above, then the excess shall be carried forward and added to the next year's calculated annual inflation factor, to the extent that the next year's calculated annual inflation factor is less than 6%. Excess amounts shall be carried forward indefinitely until added to a subsequent year's inflation factor or the AGREEMENT terminates. For example, if in 4 consecutive years the calculation inflation factors were 9%, 7%, 4%, and 3%, then, after applying the 6% cap and carrying forward the excess amounts, the inflation factors used to adjust the rates for those same 4 years would be 6%, 6%, 6%, and 5%,

respectively.

11.1.2 Pass-through Taxes

The pass-through taxes ("TX") shall be equal to the sum of any taxes or governmental fees that are assessed on a cost per TON delivered to Sunshine Canyon Landfill, and paid or accrued by the CONTRACTOR during the billing period for the management of CITY WASTE, provided, such taxes are only applicable to municipal solid waste facilities or the management of municipal solid waste. Notwithstanding anything to the contrary in the foregoing, the pass-through taxes shall not include, without limitation, any taxes based on or measured by net income, business tax registration certificate, or any unincorporated business, payroll, franchise, or employment taxes. Pass-through taxes at other Facilities mutually agreed upon by CITY and CONTRACTOR may vary and will be provided at the time of establishing service options.

TX = \$0.41/ton

The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR learns of any imposition of a pass-through tax that will require an adjustment to the Service Fee. In such notice the CONTRACTOR shall describe the tax and provide the justification for its inclusion in the Service Fee. Notwithstanding anything to the contrary in this Section 11.1.2, the CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued pass-through taxes unless and until the CITY is notified by the CONTRACTOR, in writing, of such tax, and approves such adjustment. Furthermore, the CONTRACTOR may include in the Service Fee, as provided in this Section 11.1.2, only the related actual or accrued pass-through taxes that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

11.1.3 Transportation Fuel Surcharge

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

The Base Fuel Price (BFP) is set at \$4.49. The Fuel Surcharge shall be calculated by determining the AFP for the week, then subtracting the BFP from the AFP, and multiplying the resultant differential by the FS Factor per facility as listed in Table 5.

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

Table 5. Facility Fuel Surcharge Factors

Primary Disposal Facility	FS Factor
Sunshine Canyon Landfill	FS Factor = (54 miles) / (3.57 mpg) (20.45 tons) = 0.74 gallons per ton
Contingency Facility	FS Factor
Calabasas Landfill	FS Factor = (56 miles) / (3.57 mpg) (20.45 tons) = 0.77 gallons per ton
Chiquita Canyon Landfill	FS Factor = (76 miles) / (3.57 mpg) (20.45 tons) = 1.04 gallons per ton
Simi Valley Landfill	FS Factor = (80 miles) / (3.57 mpg) (20.45 tons) = 1.10 gallons per ton
Any other Landfill as mutually agreed upon by CITY and CONTRACTOR	FS Factor = (TBD miles) / (3.57 mpg) (20.45 tons) = TBD gallons per ton

11.2 Invoicing and Payment

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

The CONTRACTOR shall invoice the CITY for services rendered in a form acceptable to the CITY. The CONTRACTOR shall submit to the CITY an electronic invoice and electronic copies of the weight tickets through e-mail. For the billing period covering the first day to the 15th day of each month, the invoice shall be submitted by the 25th day of such month. For the billing period covering the 16th day to the end of the month, the invoice shall be submitted by the 10th day of the subsequent month.

Invoices shall be prepared in such form and supported by such copies of invoices, weight tickets (scans or copies) payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses. The CONTRACTOR shall submit a Subcontractor Utilization Form, Exhibit 2, as part of the monthly invoice, listing current MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced as part of the invoicing procedures. The CONTRACTOR must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. No such invoices shall be paid without the Subcontractor Utilization Form attachment. All invoices shall be subject to audit for a period of four (4) years from the termination of this AGREEMENT.

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

James Roska
James.Roska@lacity.org
Bureau of Sanitation
Solid Resources Support Services Division
1149 South Broadway Suite 500, MS 521
Los Angeles, CA 90015

11.3 Payment of Invoices

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

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

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

11.4 Early Payment Discount

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

11.5 Late Charges

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

- 11.6 The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the Project Services Cost Estimate set forth in Exhibit 15. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until the CITY shall have notified the CONTRACTOR in writing that such Project Services Cost Estimate has been increased and shall have specified in such notice a new estimated Project Services Cost Estimate, which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.

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 expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

11.7 False Claims Act

The 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 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 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, 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 an act, error, or omission 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.

13.2 INSURANCE

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 3 hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 3 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 3 hereto. Exhibit 3 is hereby incorporated by reference and made a part of this CONTRACT.

13.3 BONDS

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 14 – INDEPENDENT CONTRACTORS

The CONTRACTOR is 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.

ARTICLE 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR

- 15.1 The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.
- 15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business 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.
- 15.4 The 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.
- 15.5 Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY,

CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, 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, 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 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 (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 18) furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. 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.

ARTICLE 17 – INTELLECTUAL PROPERTY WARRANTY

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

ARTICLE 18 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared

under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purpose(s).

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

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein

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

ARTICLE 19 – 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 28.

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To the CITY:

Contact Persons:

Solid Resources Support Services Project Manager

Attn: James Roska

Email: James.Roska@lacity.org

Tel: (213) 485-2988

Solid Resources Support Services Senior Environmental Engineer

Attn: Bernadette Halverson

Email: Bernadette.Halverson@lacity.org

Tel: (213) 485-3634

Solid Resources Support Services Division Manager

Attn: Cecile Buncio

Email: Cecile.Buncio@lacity.org

Tel: (213) 485-3825

1149 S. Broadway Suite 500

Los Angeles, CA 90015

Fax: (213) 485-2961

CC: Los Angeles Sanitation Assistant Director

Attn: Alexander E. Helo

1149 S. Broadway Suite 900

Los Angeles, CA 90015

To the CONTRACTOR:

Contact Person:

Mike Matosian

1908 Frank St.,

Santa Monica, CA 90404

Tel: (310) 828-6444 or (310) 505-8607

E-mail: Mike@scdisposal.com

ARTICLE 21 – FORCE MAJEURE (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, 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 22 – 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 23 – DISPUTES

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

ARTICLE 24 – 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 25 – 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. This CONTRACT and its performance shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or

procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

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

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

ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, for the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or 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 – WAIVER

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

ARTICLE 28 – 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 under this CONTRACT, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all

licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify 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 30 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 31 – CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 32 – 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 33 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN 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 the 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 34 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the 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 the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within ninety (90) days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – LIVING WAGE AND WORKER RETENTION ORDINANCE

35.1 LIVING WAGE ORDINANCE

Unless otherwise exempt, the CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. (Exhibit 5)

35.2 WORKER RETENTION ORDINANCE

Unless otherwise exempt, the CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 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 36 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

- A. The 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 the California Government Code Section 11135;
- B. The 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;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. 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.

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

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

ARTICLE 38 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/> to perform and document outreach to Minority, Women, and Other Business Enterprises. The CONTRACTOR shall perform subcontractor outreach activities through BAVN. The CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall the CONTRACTOR reduce their level of effort, without prior written approval of the CITY.

ARTICLE 39 – DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. 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 CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. Exhibit 4 is attached hereto and incorporated herein by this reference.

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The City may terminate this CONTRACT 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 40 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

The CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, Exhibit 11, 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 42 – FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt, the CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 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 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

Unless otherwise exempt, if this CONTRACT 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 CONTRACT, 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 CONTRACT 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 CONTRACT is signed. Additionally, a 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 CONTRACT:

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

You are a subcontractor on 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 or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY 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." (Exhibit XX)

ARTICLE 45 – 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 12 hereof.

ARTICLE 46 – DATA PROTECTION

- A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY'S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.

- B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 47 – LOCAL BUSINESS PREFERENCE ORDINANCE

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 48 – CITY CONTRACTOR’S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The CONTRACTOR shall comply with the City 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 CONTRACT must include an identical provision.

ARTICLE 49 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 50 – 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, the 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 the CITY. The CONTRACTOR is required to have all employees, volunteers, and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on the premises to pass a fingerprint and background check through the California Department of Justice at the 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 51 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The 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, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 52 – CONFIDENTIALITY

All documents, information, and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

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

Employees of the 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 have 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, the 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

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

**CITY OF LOS ANGELES
DISPOSAL CO., INC.**

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: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

SOUTHERN CALIFORNIA

By: _____
Mike Matosian

Title: _____

Date: _____

EXHIBIT 01	Insurance Contractual Requirements
EXHIBIT 02	Disclosure Ordinance
EXHIBIT 03	Declaration of Compliance with Living Wage Ordinance
EXHIBIT 04	Contractor Responsibility Ordinance
EXHIBIT 05	Business Tax Registration Certificate
EXHIBIT 06	Los Angeles Residence Information
EXHIBIT 07	Non-Collusion Affidavit
EXHIBIT 08	Contract History
EXHIBIT 09	Municipal Lobbying Ordinance Form 50
EXHIBIT 10	Equal Benefits Ordinance and First Source Hiring Ordinance
EXHIBIT 11	Campaign Contribution and Fundraising Restrictions Form 55
EXHIBIT 12	Iran Contracting Act of 2010
EXHIBIT 13	Project Services Cost Estimate
EXHIBIT 14	Procedure in Handling Unpermitted Waste

EXHIBIT 01

Insurance Contractual Requirements

Required Insurance and Minimum LimitsName: Southern California Disposal Co., Inc.Date: 8/16/2023Agreement/Reference: Transfer, Transport, and Disposal Services of City Waste

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

LimitsX **Workers' Compensation (WC) and Employer's Liability (EL)**WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones ActX **General Liability** 5,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☒ Fire Legal Liability _____☐ _____X **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 2,000,000 **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

 Property Insurance (to cover replacement cost of building - as determined by insurance company) _____☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____ **Pollution Liability** _____☐ _____X **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** \$998,000. **Crime Insurance** _____**Other:** _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

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

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

PRODUCER RJ McConnell Insurance 735 TANK FARM ROAD #140 SAN LUIS OBISPO CA 93401		CONTACT NAME: Erin Viker PHONE (A/C No. Ext.): 8055458206 FAX (A/C No.): E-MAIL ADDRESS: erin@rjmcconnellins.com													
INSURED Southern California Disposal Company, Inc. Etal P.O. Box 25666 Los Angeles CA 90025		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Everest Indemnity Insurance Company</td><td>NAIC # 10851</td></tr><tr><td>INSURER B: Great Divide Insurance Company</td><td>25224</td></tr><tr><td>INSURER C: Insurance Company of the West</td><td>27847</td></tr><tr><td>INSURER D: Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER E: Everest Indemnity Insurance Company</td><td>10851</td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Everest Indemnity Insurance Company	NAIC # 10851	INSURER B: Great Divide Insurance Company	25224	INSURER C: Insurance Company of the West	27847	INSURER D: Everest Indemnity Insurance Company	10851	INSURER E: Everest Indemnity Insurance Company	10851	INSURER F:	
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INSURER D: Everest Indemnity Insurance Company	10851														
INSURER E: Everest Indemnity Insurance Company	10851														
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	EF1ML00197-221	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	BAP2022335-16	05/11/2023	05/11/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	EF1CU00197-211	05/11/2023	05/11/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WLV 5030203 08	05/25/2023	05/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Refuse Hauling

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles and Its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Erin Viker

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CERTIFICATE OF LIABILITY INSURANCE

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

Blanket
Blanket

Payment Bond

Know all Men by these Presents:

THAT WE SOUTHERN CALIFORNIA DISPOSAL COMPANY

as principal ****, and AMERICAN CONTRACTORS INDEMNITY COMPANY

as Surety ***** are held and firmly bound unto the CITY OF LOS ANGELES, California, a municipal corporation, in the sum of NINE HUNDRED NINETY EIGHT THOUSAND AND NO/100*****

Dollars

(\$ 998,000.00*****) lawful money of the United States, for which, payment well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated OCTOBER 18, 20 13

The conditions of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the City of Los Angeles for TRANSFER STATION, TRANSPORT AND DISPOSAL SERVICES CITY WASTE, COVERAGE UNDER THIS BOND SHALL COMMENCE 7/01/2013 CEASE 7/01/2014
COVERAGE UNDER THIS BOND MAY BE CONTINUED ANNUALLY BY ISSUANCE OF A CONTINUATION CERTIFICATE BY THE SURETY.

which is hereto attached, and to which reference is hereby made for all particulars, and is required by said city to give this bond in connection with the execution of said contract;

Now, therefore, if said principal as contractor in said contract, or *****NONE*****

***** subcontractor, fails to pay for any materials, provisions, provender or other supplies or teams used in, upon or for or about the performance of work contracted to be done, or for any work or labor done thereon of any amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any kind or for amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the principal and his subcontractors pursuant to sec. 18806 of the Revenue and Taxation Code of the State of

California with respect to such work and labor, said suret AMERICAN CONTRACTORS INDEMNITY COMPANY will pay the same in an amount not exceeding the sum set forth above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with Section No. 3082) of the Civil Code of the State of California, or their assigns.

WITNESS our hands this 18TH day of OCTOBER 20 13

SOUTHERN CALIFORNIA DISPOSAL COMPANY

Principal.

Principal.

Principal.

AMERICAN CONTRACTORS INDEMNITY COMPANY

Surety.

ADAM FEINBERG, ATTORNEY-IN-FACT

Surety

*Corporation, Partnership or Individual Principal must have signatures acknowledged in the appropriate blank on the reverse hereof.
If a Corporation – Corporate Seal must be impressed hereon.*

State of California)
County of LOS ANGELES)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 10/18/2013 before me, PATRICIA M. KANEGAWA, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared ADAM FEINBERG

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in blue ink, appearing to read 'Patricia M. Kanegawa', written over a horizontal line.

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of Bond #1001000435

Payment Bond

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☒ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.

On this 25th day of October, 2013, before me,
the undersigned, a Notary Public in and for said County, personally appeared
Haig Matosian and Seta Kardashian known to me to be the
President, and _____ Secretary of _____
known to me to be the _____
the Corporation that executed the within and foregoing instrument, and known to me to be
the persons who executed the within instrument on behalf of the Corporation therein named,
and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public in and for the County of Los Angeles, State of California

INDIVIDUAL

or

PARTNERSHIP ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.

On this 25th day of October, 2013, before me,
Sandra Milena Ruiz a Notary Public, in and for the said
County and State, personally appeared Haig Matosian and Seta Kardashian

known to me to be { *the person whose name is subscribed to
*one of the partners of the partnership that executed

the within instrument and acknowledged to me { *the person whose name is subscribed to
*one of the partners of the partnership that executed

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this
certificate first above written.

*Strike out words not applicable.

Notary Public in and for the County of Los Angeles, State of California

STATE OF

County of _____

ss.



On this _____ day of _____ in the year
two thousand and _____
before me, _____, a Notary Public
in and for the County of _____, State of _____
residing therein, duly commissioned and sworn, personally appeared _____
known to me to be the _____ of _____
_____, the corporation that executed
the within instrument, and also known to me to be the person _____ who
executed it on behalf of said corporation therein name, and _____ he _____
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my
office in the _____ County of _____,
the day and year in this certificate first above written.

Notary Public in and for the County of _____
State of _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Frank Mester, Porntip Tah Carazza, Michael Chalekson, Kathy Ho or Adam Feinberg of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals




Daniel P. Aguilar, Vice President

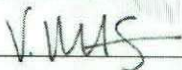
State of California

County of Los Angeles SS:

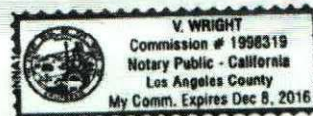
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of October 2013.

Corporate Seals

Bond No. 1001000435
Agency No. 9012





Jeannie Lee, Assistant Secretary

EXHIBIT 02

Disclosure Ordinance

Not Completed

Submitted

Verification ...

Pending

Rejected

Removed

Auto-verified

Verified

Expired

Related

Details

▼ Status

Status

Verified

Active



Record Type

Disclosure Ordinance

Add Date

8/9/2023

Contact Email

seta@scdisposal.com

Contact Phone

3108286444

▼ Information

Compliance Document Name

CD-31684

Account

Southern California Disposal

(/lightning/r/Account/0016g00001cBx1YAAS/view)

Year Founded ⓘ

1,969

Is Not Building the Wall ⓘ



No Slavery/Slaveholder Insurance Policy ⓘ



Is Building the Wall Notes

Found Slavery Profits or Investments ⓘ



Is Building the Wall ⓘ



Found Slavery Profits or Invest Notes

Found Slaveholder Insurance Policies ⓘ



Found Slaveholder Insurance Policy Notes

▼ Terms of Acceptance and Signature

First Name

Seta

Last Name

Kardashian

Terms of Acceptance. ⓘ



▼ Verified

Verified



Verified Date

8/15/2023

▼ System Information



Notes

EXHIBIT 03

Declaration of Compliance with Living Wage Ordinance

EXHIBIT 04

Contractor Responsibility Ordinance

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

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

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

<u>LA Sanitation and Environment</u>	<u>James Roska</u>	<u>(213) 485-2988</u>
City Department/Division Awarding Contract	City Contact Person	Phone
<u>N/A</u>		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

<u>Southern California Disposal Co., Inc.</u>			
Bidder/Proposer Business Name			
<u>P.O. Box 25666</u>	<u>Los Angeles</u>	<u>CA</u>	<u>90025</u>
Street Address	City	State	Zip
<u>Seta S Kardashian, CFO</u>	<u>(310) 828-6444</u>	<u>(310) 829-9240</u>	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

<u>Seta S Kardashian, CFO</u>		
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

☒ **Corporation:** Date incorporated: 12 / 30 / 1969 State of incorporation: CA

List the corporation's current officers.

President: Luke S. Kardashian

Vice President: Mike Matosian

Secretary: Seta S. Kardashian

Treasurer: Seta S. Kardashian

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

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

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

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

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

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

☐ **Sole Proprietorship:** Date started: ____/____/____

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

☐ **Joint Venture:** Date formed: ____/____/____

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

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 54 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

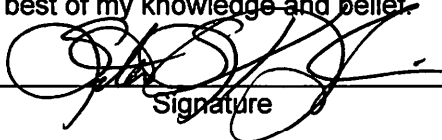
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Seta S. Kardashian

Print Name, Title



Signature

08/29/23

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page 1 of 1

City of LA/Bureau of Sanitation
Service Provided: Solid Waste Transfer and Disposal
Cost: \$6,493,601 (actual amount billed during contract term)
Contract: 57266
Start Date: 09/29/1999
End Date: 2004

City of LA/Bureau of Sanitation
Service Provided: Solid Waste Transfer and Disposal
Cost: \$9,329,349 (actual amount billed during contract term)
Contract: C-109961
Start Date: 06/28/2006
End Date: 06/30/2011

City of LA/Bureau of Sanitation
Service Provided: Solid Waste Transfer and Disposal
Cost: \$24,000,000
Contract: C-123215
Start Date: 10/31/2013
End Date: 10/31/2023

City of SM
Service Provided: Solid Waste Transfer and Disposal
Cost: \$20,000,000
Contract: SCD
Start Date: 12/02/2008
End Date: 12/02/2023

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

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

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

OTHERS

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

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Southern California Disposal Co., Inc. P.O. Box 25666, Los Angeles, CA 90025 (310) 828-6444

Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

08/16/2023

Date

Seta S. Kardashian, CFO

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

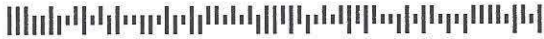
EXHIBIT 05

Business Tax Registration Certificate



CITY OF LOS ANGELES

Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200



*****AUTO**5-DIGIT 90025 6
SOUTHERN CALIFORNIA DISPOSAL CO INC 849
WLA DISPOSAL/SANTA MONICA DISPOSAL/MCCRAW BROS
RUBBISH/SOUTHERN CALIFORNIA DISPOSAL

PO BOX 25666
LOS ANGELES CA 90025-0666

2329 DELAWARE AVENUE
SANTA MONICA, CA 90404-4914

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 10/29/2012

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000658520-0001-0	L048	Miscellaneous Services	1/1/1963	Active

ISSUED
TO

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

PO BOX 25666
LOS ANGELES CA 90025-0666

2329 DELAWARE AVENUE
SANTA MONICA, CA 90404-4914



ISSUED BY:

Antoinette D. Christensen

DIRECTOR OF FINANCE

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev. 4/12)

IMPORTANT - READ REVERSE SIDE

EXHIBIT 06

Los Angeles Residence Information

Los Angeles Residence Information

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

Organization: Southern California Disposal Co., Inc.

I. Corporate or Main Office Address:

2329 Delaware Avenue

Santa Monica, CA 90404

II Total Number of Employees in Organization: 26

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

6 and 25 %

EXHIBIT 07

Non-Collusion Affidavit

Non-Collusion Affidavit

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

I, Seta S. Kardashian, depose and say
that I am

CFO of Southern California Disposal Co., Inc.
2329 Delaware Avenue
Santa Monica, CA 90404
("President", "Vice President", etc.) (Name and Address of Organization)

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

Date: August 16, 2023 at Santa Monica, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

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

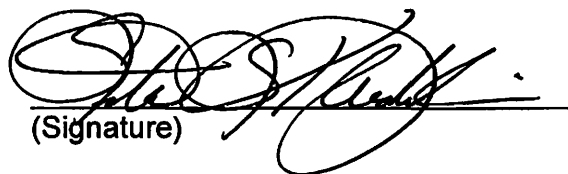

(Signature)

EXHIBIT 08

Contract History

CITY OF LOS ANGELES CONTRACT HISTORY

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

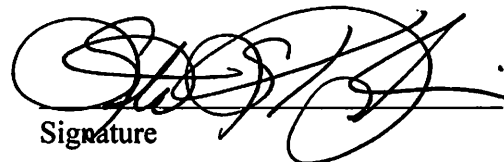
<u>DATE OF CONTRACT</u>	<u>SERVICE PROVIDED</u>	<u>(NOTE A) CONTRACT AMOUNT</u>	<u>CONTRACT NUMBER</u>
09/29/1999	Solid Waste Transfer and Disposal	6,493,601	57266
06/08/2006	Solid Waste Transfer and Disposal	9,329,349	C109961
10/31/2013	Solid Waste Transfer and Disposal	24,000,000	C-123215

NOTE A - Contract amount was calculated on the basis on amount billed during the contract term

Southern California Disposal Co., Inc.
Name of Organization

Seta S. Kardashian
Print Name

08/16/2023
Date


Signature

CFO
Title

EXHIBIT 09

Municipal Lobbying Ordinance Form 50

Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) N/A	Awarding Authority (Department awarding the contract) LA Sanitation and Environment
Bidder Name Southern California Disposal Co., Inc.	
Address P.O. Box 25666, Los Angeles, CA 90025	
Email Address seta@scdisposal.com	Phone Number (310) 828-6444

Certification

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

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Seta S. Kardashian
Name

CFO
Title


Signature

08/16/2023
Date

EXHIBIT 10

Equal Benefits Ordinance and First Source Hiring Ordinance

[Not Compliant](#)[Submitted](#)[Verification ...](#)[Pending](#)[Rejected](#)[Removed](#)[Auto-verified](#)[Verified](#)[Expired](#)

Related

Details

▼ Status

Compliance Document Name
CD-31686

Status
Verified

Record Type
Equal Benefits / First Source Hiring Ordinance

Contact Email
seta@scdisposal.com

Contact Phone
3108286444

Contact_First_Name
Seta

Number Employee US
26

No Employees
☐

Employee Only Benefit
☐

Cash Equivalent
☐

Health Non EBO
☐

EBO 3 Months
☐

▼ Terms of Acceptance and Signature

First Name
Seta

Terms of Acceptance. ⓘ
☒

▼ Verified

Verified
☒

Account

Southern California Disposal
(/lightning/r/Account/0016g00001cBx1YAAS/view)

Active
☒

Add Date
8/9/2023

Expire Date
8/9/2026

Contact_Last_Name
Kardashian

Number Employee LA
6

No Benefits
☐

LA Equal Benefit
☒

Non Union
☐

EBO Date

Last Name
Kardashian

Verified Date
8/15/2023

EXHIBIT 11

Campaign Contribution and Fundraising Restrictions Form 55

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): N/A Date Bid Submitted: N/A

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Transfer, Transport, and Disposal Services of City Waste

Awarding Authority (Department awarding the contract): Los Angeles Sanitation & Environment

Bidder Name: Southern California Disposal Co., Inc.

Bidder Address: 2329 Delaware Avenue, Santa Monica, CA 90404

Bidder Email Address: seta@scdisposal.com Bidder Phone Number: (310) 828-6444

Schedule Summary

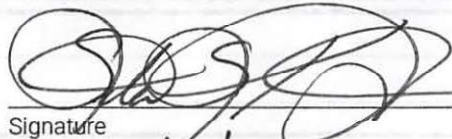
Please complete all three of the following:

- | | | |
|--|-------------------------------------|--------------------------|
| 1. SCHEDULE A – Bidder's Principals (check one) | Yes | No |
| The bidder has one or more PRINCIPALS , as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. (If you check "Yes", Schedule A is required.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. SCHEDULE B – Subcontractors and Their Principals (check one) | Yes | No |
| The bidder has one or more SUBCONTRACTORS on this bid or proposal with
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____ | | |

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Seta S. Kardashian
Name
CFO
Title


Signature
08/29/23
Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

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

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

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

Name: Seta S. Kardashian Title: CFO
Address: 1116 Centinela Avenue, Santa Monica, CA 90403

Name: Tamara Matosian Title: Vice President
Address: 1136 Centinela Avenue, Santa Monica, CA 90403

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

S. Ibanez Trucking

Subcontractor's Address

1151 E. Kingsley Avenue, Pomona, CA 91767

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☒ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☒ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Ibanez Trucking, LLC
Subcontractor's Address 2071 N. Apple Avenue, Rialto, CA 92377

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☒ No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

☒ Check this box if additional Schedule B pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

K Ibanez Trucking, Inc.

Subcontractor's Address

1531 E. Kingsley Avenue, Pomona, CA 91767

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes* ☒ No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ Check this box if additional Schedule B pages are attached.

EXHIBIT 12

Iran Contracting Act of 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

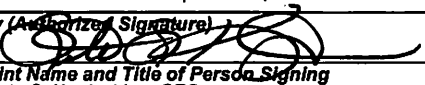
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) Southern California Disposal Co., Inc		BTRC (or n/a) 0000658520-0001-0
By (Authorized Signature) 		
Print Name and Title of Person Signing Seta S. Kardashian, CFO		
Date Executed	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

EXHIBIT 13

Project Services Cost Estimate

Project Services Cost Estimate

	Southern California Disposal Co., Inc.
TPD	400
Service	Receipt and Transfer
Rate (\$/ton)	\$36.75
Estimated CPI	6%

Projected Rates	Southern California Disposal Co., Inc.
Year 1	\$36.75
Year 2	\$38.93
Year 3	\$41.24
Year 4	\$43.69
Year 5	\$46.29
Year 6	\$49.04
Year 7	\$51.96
Year 8	\$55.05
Year 9	\$58.33
Year 10	\$61.81
Year 11	\$65.49
Year 12	\$69.39
Year 13	\$73.53
Year 14	\$77.92
Year 15	\$82.57

Projected Costs	Southern California Disposal Co., Inc.
Year 1	\$3,836,700
Year 2	\$4,064,334
Year 3	\$4,305,626
Year 4	\$4,561,395
Year 5	\$4,832,510
Year 6	\$5,119,893
Year 7	\$5,424,518
Year 8	\$5,747,421
Year 9	\$6,089,698
Year 10	\$6,452,511
Year 11	\$6,837,094
Year 12	\$7,244,751
Year 13	\$7,676,868
Year 14	\$8,134,912
Year 15	\$8,620,438

5-Year Total	\$21,600,564
10-Year Total	\$50,434,605
15-Year Total	\$88,948,669

EXHIBIT 14

Procedure in Handling Unpermitted Waste

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

Table 2 - Decibel Values for Station Equipment.

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

5.0. LITTER AND VECTOR CONTROL AND EMERGENCY PROCEDURES

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

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

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

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

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

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

5.1. HAZARDOUS WASTE MITIGATION AND REMOVAL PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2. EQUIPMENT BREAKDOWN

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

5.3. FIRE IN THE WASTE

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

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

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

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

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TEL: (213) 485-2210
FAX: (213) 485-2979
WWW.LACITYSAN.ORG

December 14, 2023

ELECTRONIC MAIL

Dear Mr. Mike Matosian,

SIX MONTH EXTENSION OF SERVICE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND SOUTHERN CALIFORNIA DISPOSAL CO., INC. FOR THE TRANSFER, TRANSPORT, AND DISPOSAL SERVICES OF CITY WASTE (C-123215)

The City of Los Angeles' (City) LA Sanitation and Environment (LASAN) executed a five (5) year contract with Southern California Disposal Co, Inc. (SCD) (C-123215) in 2013 for the transfer, transport, and disposal services of City waste. The contract was extended for an additional five (5) years and expired on October 31, 2023.

LASAN is currently working on executing a new contract to assume the services previously provided by C-123215. In the interim, LASAN is hereby exercising the option to continue with C-123215 on a month-to-month basis for a maximum of six (6) months until April 30, 2024 per Article 7, which states:

“In addition to the five (5) year renewal option, the CITY may extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on a month-to-month basis prior to the end of either the initial five (5) year term if the CITY elects not to renew, or the end of the ten (10) year term if the CITY elected to renew... During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR up to a maximum of ten (10) percent for the total CONTRACT cost...”

Please note that SCD is required to adhere to all the terms and conditions stipulated in the existing contract (C-123215) throughout the month-to-month extension period.

If you should have any questions, please contact my staff, James Roska, at james.roska@lacity.org

Respectfully,



Cecile Buncio

Division Manager

Solid Resources Support Services Division