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# CITY OF LOS ANGELES

CALIFORNIA



**KAREN BASS**  
MAYOR

**OFFICE OF THE  
BOARD OF PUBLIC WORKS**

**TJ KNIGHT**  
ASSISTANT EXECUTIVE OFFICER

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February 4, 2025

The Honorable City Council  
Room No. 395  
City Hall

**BPW-2024-0714**

## **REQUEST FOR AUTHORITY – EXECUTE AMENDMENTS TO PERSONAL SERVICES CONTRACTS**

As recommended in the accompanying report from the Director of the Bureau of Street Services, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. **APPROVE** to change the control, assignment, and assumption of Contract No. C-134893 "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials generated by the Bureau of Street Services" for the Contractor from Recycled Aggregate Materials Company, Inc. (RAMCO) to ACC CA, Inc. dba Arcosa Crushed Concrete; and
2. **AUTHORIZE** to execute the 5 amendments to the Personal Service Contracts listed in 1(a) through 1(e) to extend the terms of the contracts beyond the current expiration date of December 31, 2024, on a month-to-month basis, not to exceed one year, for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials.
  - (a) Second Amendment to C-134891 with American Reclamation, Inc. (ARI)
  - (b) Second Amendment to C-134892 with California Waste Services, LLC (CWS)
  - (c) Second Amendment to C-134893 with ACC CA, Inc. dba Arcosa Crushed Concrete (Arcosa)
  - (d) Third Amendment to C-134894 with Arakelian Enterprises dba Crown Recycling Services (CRS)
  - (e) Third Amendment to C-134895 with USA Waste of California, Inc. dba Waste Management (WM)

(W.O. VARIOUS, C-134891, 134892, 134893, 134894, 134895)

Sincerely,

A handwritten signature in black ink, appearing to read "TJ Knight", written in a cursive style.

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

TK:lc

## DEPARTMENT OF PUBLIC WORKS

## BUREAU OF STREET SERVICES BOARD

REPORT NO.1

DATE: December 20, 2024

COUNCIL DISTRICT: ALL

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

AND REFERRED TO THE MAYOR

DEC 20 2024

AND REFERRED TO THE CITY COUNCIL

Executive Officer  
Board of Public Works

**AUTHORITY TO EXECUTE AMENDMENTS TO PERSONAL SERVICES CONTRACTS WITH AMERICAN RECLAMATION, INC. (C-134891), CALIFORNIA WASTE SERVICES, LLC (C-134892), RECYCLED AGGREGATE MATERIALS COMPANY, INC. (C-134893), ARAKELIAN ENTERPRISES DBA CROWN RECYCLING SERVICES (C-134894), AND USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT (C-134895) FOR RECYCLING AND/OR DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE DEBRIS, WHITE GOODS, BULKY ITEMS AND CONSTRUCTION AND DEMOLITION MATERIALS GENERATED BY THE BUREAU OF STREET SERVICES (STREETSLA) CITYWIDE OPERATIONS (VARIOUS WORK ORDERS)**

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**RECOMMENDATIONS**

That the Board of Public Works (Board):

1. CONSENT to change the control, assignment, and assumption of Contract No. C-134893 "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials generated by the Bureau of Street Services (StreetsLA)" for the Contractor from Recycled Aggregate Materials Company, Inc. (RAMCO) to ACC CA, Inc. dba Arcosa Crushed Concrete.
2. APPROVE and FORWARD this report with transmittals to the Mayor and City Council (Council) with the request that the Board be authorized to execute the five (5) amendments to the Personal Services Contracts (PSCs) listed in 1(a) through 1(e) to extend the terms of the contracts beyond the current expiration date of December 31, 2024 on a month-to-month basis, not to exceed one year, for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials.
  - (a) Second Amendment to C-134891 with American Reclamation, Inc. (ARI)
  - (b) Second Amendment to C-134892 with California Waste Services, LLC (CWS)
  - (c) Second Amendment to C-134893 with ACC CA, Inc. dba Arcosa Crushed Concrete (Arcosa)
  - (d) Third Amendment to C-134894 with Arakelian Enterprises dba Crown Recycling Services (CRS)
  - (e) Third Amendment to C-134895 with USA Waste of California, Inc. dba Waste Management (WM)

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3. AUTHORIZE the President or two Members of the Board to execute the five contract amendments upon approval by the Mayor and Council.

### **TRANSMITTALS**

1. Board Report adopted December 18, 2019 approving award of the five contracts for disposal and/or recycling services.
2. Board Report adopted May 12, 2020 approving the First Amendment to contract C-134894 with CRS to reflect the contractor's name change.
3. Board Report adopted February 15, 2023 approving amendments to all five contracts to extend the terms, adjust the rates, increase the cost ceiling, and revise the list of facilities and services.
4. Board Report adopted July 21, 2023 approving the Second Amendment to contract C-134895 with WM to revise the list of facilities and services.
5. Letter from Arcosa dated August 21, 2023 notifying customers of acquisition of RAMCO.
6. Proposed Contract Amendment No. 2 with ARI.
7. Proposed Contract Amendment No. 2 with CWS.
8. Proposed Contract Amendment No. 2 with Arcosa.
9. Proposed Contract Amendment No. 3 with CRS.
10. Proposed Contract Amendment No. 3 with WM.
11. Business Inclusion Program Waiver dated March 28, 2019.



## **DISCUSSION**

### **Background**

In the course of construction, reconstruction, and maintenance operations to City streets and sidewalks, StreetsLA generates solid waste debris or inert materials consisting of mostly asphalt pavement, concrete, dirt and/or sand, which may include rebar and/or wire mesh, and/or a combination of these. The City and its contracted asphalt suppliers already recycle most of the solid waste generated into new asphalt or crush the material to produce various types of base. Materials that are not recycled by the City or its contracted suppliers require the use of private sector facilities for the proper and legal disposal and/or recycling. Based on efficiency and types of materials, the City determines to which of the contractors' facilities waste deliveries are made.

In 1989, California Assembly Bill 939, known as the California Integrated Solid Waste Management Act, required municipalities to reduce the quantities of solid waste being disposed of in landfills by 25% by 1995 and 50% by 2000. In compliance with AB 939, the City submitted to the State a Source Reduction and Recycling Element with strategies to reduce, reuse, recycle, and compost solid waste materials. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

On December 18, 2019, the Board authorized the execution of three-year contracts, covering January 1, 2020 through December 31, 2022, with all five contractors (ARI, CWS, RAMCO (currently Arcosa), CRS, and WM) to receive and properly dispose and/or recycle inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials (Transmittal No. 1). At the time, the estimated total annual expenditures for the contracts combined was \$8 million.

On May 12, 2020, Board authorized the First amendment to C-134894 with CRS to reflect a change of ownership from Crown Recycling Services, LLC to Arakelian Enterprises Inc. dba Crown Recycling Services (Transmittal No. 2).

On February 15, 2023, the Board authorized the amendments to all five contracts to extend the terms for one year plus a one-year renewal option, through December 31, 2024, adjust the disposal rates, add a disposal facility and services, and increase the estimated total annual expenditures for the contracts combined from \$8 million to \$13 million (Transmittal No. 3).

On July 21, 2023, the Board authorized the Second Amendment to C-134895 with WM to remove and add disposal facilities and revise their list of services (Transmittal No. 4).

## **Amendment**

StreetsLA is in the process of drafting a Request for Proposal (RFP) to replace the five current contracts, which are set to expire December 31, 2024. However, the development and issuance of the RFP have faced setbacks due to resource limitations and numerous contracts expiring by the end of 2024. Given the ongoing need for these services, StreetsLA has negotiated with the contractors to extend the term of the contracts on a month-to-month basis, not to exceed one year. All five contractors have agreed to maintain the existing contract terms and conditions without seeking rate increases for these amendments.

Additionally, StreetsLA has become aware that Arcosa acquired RAMCO in May 2022 (Transmittal No. 5). The proposed Amendment No. 2 shall reflect Arcosa as the contractor.

Table 1 below summarizes the waste recycling and disposal expenditures and tonnages for each contractor covering January 1, 2020 through August 31, 2024. During this period, approximately 1.3 million tons of materials were delivered to the contractors at a total cost of approximately \$51.6 million, an average of \$11.1 million annually. StreetsLA estimates the average yearly tonnage will increase from 289,334 to approximately 340,000 in preparation for the 2028 Olympics. Even though the tonnage is expected to increase, since the rates will not change, it is anticipated that the annual cost ceiling shall remain unchanged at approximately \$13 million per year.

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BUREAU OF STREET SERVICES  
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Table 1: Disposal Expenditures and Tonnage

Calendar Year		2020		2021		2022		2023		2024 *		Total	
Contract	Contractor	Cost	Weight	Cost	Weight	Cost	Weight	Cost	Weight	Cost	Weight	Cost	Weight
C-134891	ARI	\$ 601,585	13,111	\$ 964,050	4,489	\$ 74,943	927	\$ 243,993	823	\$ 7,812	45	\$ 1,892,383	19,395
C-134892	CWS	\$ 19,769	599	\$ -	-	\$ -	-	\$ 188,475	5,603	\$ 498,546	13,951	\$ 706,790	20,153
C-134893	Arcosa (RAMCO)	\$ 4,179,575	185,845	\$ 4,205,325	188,111	\$ 4,694,960	98,816	\$ 1,202,856	3,121	\$ 716,450	1,889	\$ 14,999,166	477,782
C-134894	CRS	\$ 255,203	4,287	\$ 847,210	13,211	\$ 1,676,045	32,964	\$ 1,890,952	34,937	\$ 676,922	10,199	\$ 5,346,332	95,597
C-134895	WM	\$ 5,607,306	147,655	\$ 4,707,358	128,349	\$ 6,233,697	174,189	\$ 7,407,100	179,923	\$ 4,714,480	107,183	\$ 28,669,940	737,299
Total		\$10,663,438	351,497	\$10,723,943	334,160	\$12,679,645	306,896	\$10,933,376	224,407	\$6,614,210	133,267	\$ 51,614,612	1,350,226
Annual Average												\$ 11,060,274	289,334
Average Rate per Ton		\$ 30.34		\$ 32.09		\$ 41.32		\$ 48.72		\$ 49.63		\$ 38.23	
Average Tons per Month			29,291		27,847		25,575		18,701		16,658		24,111

\* Covering January 1, 2024 through August 31, 2024

### **Justification**

The month-to-month extensions of these contracts will allow for the continued recycling and/or proper and legal disposal of solid waste materials without service interruption, while providing sufficient time for StreetsLA to issue a new RFP for these services and execute contract(s) with resultant awardee(s). The amendments shall extend the cumulative term up to maximum of six years and will require City Council approval.

All five contractors have complied with all federal, state, and local regulatory and contractual requirements as specified in their agreements with the City. These contractors continue to be the best and most available options to the City for recycling and disposal services. Therefore, in consideration of their past performance and the City's desire to have the most reliable contractors, it is recommended that the personal services contracts with ARI, CWS, Arcosa, CRS, and WM for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials be amended to extend the terms on a month-to-month basis, not to go beyond December 31, 2025 (Transmittal No. 5 through No. 9).

### **Business Inclusion Program (BIP)**

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. The program provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

Due to the nature of services with these contracts, there are no subcontracting opportunities available and therefore, the Mayor's Office of Budget and Innovation approved the waiver for this requirement on March 28, 2019 (Transmittal No. 10).

### **LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)**

Los Angeles Administrative Code (LAAC) Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. At the time these contracts were awarded, businesses that qualified as a Local Business Enterprise (LBE) may be granted an eight percent reduction of their Bid amount solely for Bid evaluation purposes. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent reduction for each of those certifications, up to a total of twelve percent. Businesses that qualify as a LBE, but neither as a LSB and/or a LTE, may be granted a one percent reduction, up to a maximum of two percent for each of those certifications, for every ten percent of their bid that is to be performed

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by a LSB and/or a LTE subcontractor. Additionally, all non-LBE Businesses may be granted a one percent reduction, up to a maximum of five percent, of their Bid amount solely for Bid evaluation purposes, for every ten percent of their bid that is to be performed by a LBE, LSB, and/or a LTE subcontractor.

According to the Award Board Report dated December 18, 2019 (Transmittal No. 1) at the time of award, all bidders except RAMCO, were certified LBEs. However, since all bidders were recommended for award, the LBPP did not affect the recommendation.

### **Compliance with the City's Non-Discrimination Policies**

Contractors shall continue to comply with the Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions, Equal Benefits Ordinance, City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Living Wage Ordinance, Worker Retention Ordinance, First Source Hiring Ordinance, Slavery Disclosure Ordinance, and Disclosure of Border Wall Contracting Ordinance requirements.

### **Contractor Performance Evaluation**

The quality of the work performed by the contractors will be monitored in accordance with the Contract Performance Evaluation Ordinance No. 173018 [Division 10, Chapter 1, Article 13 of the LAAC] and the Rules for the Evaluation of Service Consultants which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of the contracts.

### **Contractor Responsibility Ordinance**

All contractors are subject to compliance with the requirements specified in the City of Los Angeles Contractor Responsibility Ordinance No. 173677 (Division 10, Chapter 1, Article 14 of the LAAC). Failure to comply with all the requirements specified in the ordinance may render this bidder's contract subject to termination pursuant to the conditions expressed therein.

### **City Attorney Review**

The City Attorney's Office has approved the five proposed contract amendments as to form.

**STATUS OF FUNDING**

From January 2020 through August 2024, these five contracts incurred \$51,614,612 in expenditures (approximately \$11.1 million annually). It is estimated that the combined total annual usage for these contracts will continue to be approximately \$13 million per year. Sufficient funds are available for these contracts within the Bureau of Street Services Fund 100, Department 86, Appropriation 006020 (Operating Supplies).

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

(Signature Page to follow)

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SIGNATURE PAGE

Respectfully Submitted,



for

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KEITH MOZEE

Executive Director and General Manager  
Bureau of Street Services

APPROVED AS TO FUNDS



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MIGUEL DE LA PENA

Director  
Office of Accounting

Date: 12/10/2024

Fund 100, Dept. 86, Appr. 006020, \$13,000,000

KM/SHC/MC:mmy

Questions regarding this report may be referred to:  
Melinda Chou, Sr. Management Analyst II  
(213) 354-3048  
melinda.chou@lacity.org

BPW-2019-1041

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT REPORT NO.1  
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CD: ALL

Honorable Board of Public Works  
of the City of Los Angeles

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
**AS AMENDED\***  
**DEC 18 2019**

  
Executive Officer  
Board of Public Works

Commissioners:

**REQUEST TO AWARD AND AUTHORIZATION TO EXECUTE CONTRACTS FOR  
RECYCLING AND/OR DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS,  
MIXED DEBRIS, WASTE DEBRIS, WHITE GOODS, BULKY ITEMS AND  
CONSTRUCTION AND DEMOLITION MATERIALS GENERATED BY THE BUREAU OF  
STREET SERVICES (STREETSLA) CITYWIDE OPERATIONS**

**RECOMMENDATIONS**

That the Board:

1. AWARD contracts for recycling and/or disposal of the stated various debris materials to American Reclamation, Inc., California Waste Services, LLC, Crown Recycling Services, LLC, Recycled Aggregate Materials Company, Inc., and USA Waste of California, Inc. dba Waste Management. The Bureau of Street Services will utilize these contracts;
2. AUTHORIZE the ~~Director of StreetsLA~~ **\*President or two members of the Board\*** to execute these contracts for services after approval as-to-form by the City Attorney has been obtained;
3. INSTRUCT the Director of Bureau of Street Services to issue a Notice to Proceed to these bidders; and
- \* 4. AUTHORIZE to add ratification clause to contract to approve all work to prevent any work stoppage , if needed.

**FISCAL IMPACT STATEMENT**

Funds are available in the Bureau of Street Services Fund 100, Department 86, Operating Supplies Account 006020.

**TRANSMITTALS**

1. Copy of request for proposals (bids) board report dated August 28, 2019, titled, "Authority to Release a Request for Proposals (Bids) for the Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials generated by StreetsLA Citywide Operations."



## DEPARTMENT OF PUBLIC WORKS

### BUREAU OF STREET SERVICES

### BUREAU OF CONTRACT ADMINISTRATION

#### JOINT REPORT NO.1

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2. Copies of the bid proposals received from American Reclamation, Inc., California Waste Services, LLC, Crown Recycling Services, LLC, Recycled Aggregate Materials Company, Inc. (RAMCO) and USA Waste of California, Inc. dba Waste Management.
3. Copy of the price spreadsheet which details all bid proposal items, prices and locations submitted by the bidders.
4. Site map for all of the disposal and/or recycling facilities awarded in these contracts.

## DISCUSSION

### Overview

In 1989, the State of California enacted Assembly Bill 939 (AB939) entitled the California Integrated Solid Waste Management Act. It requires municipalities to reduce the quantities of solid waste being disposed in landfills by 25% by 1995 and 50% by 2000. Pursuant to AB 939, the City prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, reuse, recycle and compost solid waste materials. Most of the solid waste generated by StreetsLA consists of inert material and mixed inert materials consisting mainly of asphalt pavement, concrete, and/or a combination of asphalt, concrete, dirt and/or sand, and may include rebar and/or wire mesh, and/or a combination of these materials that are already recycled into new asphalt by the City and its contracted suppliers. Those materials that are not recycled by the City or its contracted supplier require the use of private sector facilities for the proper and legal disposal and/or possible recycling.

The specifications for this RFP (bids) were developed in accordance with the City's SRRE and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal in landfills, the materials identified above that are generated through StreetsLA operations. Although the Bureau of Sanitation and the Department of General Services have similar disposal contracts, an independent contract is desired to meet the specific material disposal needs unique to the daily operations of StreetsLA.

StreetsLA will contract with vendors who have the capability and resources to properly and legally:

1. Receive and properly dispose and/or recycle inert materials, mixed inert materials, white goods and bulky items; and
2. Receive and properly dispose of mixed debris, waste debris and construction and demolition materials.

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Deliveries will be made by the City, including independent owner-operator truckers from the As-Needed Haul Truck Program, to the facility determined to be most appropriate and efficient as determined by the City.

**Bid Review**

On August 28, 2019, the Board authorized StreetsLA to release a request for proposals (bids) for the Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials generated by StreetsLA Citywide Operations (Transmittal No. 1).

Although the Board Report to Release an RFB for this contract was a joint report between StreetsLA and the Bureau of Contract Administration (BCA), upon review of this report, the BCA discovered that the "Release" Board Report and accompanying RFB were materially altered after they had been reviewed and signed off by the BCA. Specifically, the BCA noted additions and deletions throughout the documents that had been uploaded to the Los Angeles Business Virtual Network for advertisement of the RFB.

A total of five (5) bid proposals were received on Thursday, October 3, 2019 from American Reclamation, Inc., California Waste Services, LLC, Crown Recycling Services, LLC, Recycled Aggregate Materials Company, Inc. (RAMCO), and USA Waste of California, Inc. dba Waste Management (Transmittal No. 2). These vendors have sites that provide the following:

Inert Materials and Mixed Inert Materials Disposal Site(s)/Facility(ies): A disposal site/facility for inert materials and mixed inert materials shall be capable of and have the resources to receive all types of inert and mixed inert materials consisting mainly of asphalt pavement, concrete, and/or a combination of asphalt, concrete, dirt and/or sand, and may include rebar and/or wire mesh, and/or a combination of these materials. In addition, the disposal site/facility shall provide for the proper and legal disposal of the inert and mixed inert materials. The composition of the inert materials may vary from time to time depending on each job and field operation. When the site reuses these inert materials for either winter deck or daily cover at Class 3 Landfills, the vendor shall provide a certificate to StreetsLA accounting division for the number of tons reused and shall describe the end use of these materials.

Mixed Debris, Waste Debris and Bulky Items Disposal Site(s)/Facility(ies): A disposal site/facility for the receiving of mixed debris, waste debris, white goods, bulky items or construction and demolition materials shall be capable of and have all necessary resources and permits to properly and legally dispose of all types of mixed debris, waste debris, white goods, bulky items and construction and demolition materials, and/or a combination of

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these items. The composition of these materials may vary from time to time depending on each job and field operation. These materials are described as:

- 1) Mixed debris: shall consist mainly of a mixture of organic and inorganic materials, including, but not limited to, recyclable and non-recyclable debris, rubbish removed from City streets, alleys and lots.
- 2) Waste debris: shall be defined as City street sweeping materials.
- 3) White Goods: shall be defined as stoves, refrigerators, dishwashers, washing machines, dryers, and air conditioners.
- 4) Bulky items: shall be defined as items that have been abandoned or discarded on City streets, alleys, lots, etc. and may include, but not be limited to, furniture (beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, etc.), ladders, fences/gates doors, carpets, etc.
- 5) Construction and Demolition Materials: shall be defined as material that results directly from construction, remodeling, repair, demolition or deconstruction of building and other structures including, but not limited to, asphalt, concrete, Portland cement, brick, lumber, wallboard, roofing material, ceramic tile, pipe, glass, carpet or associated packing.

Please see the attached price spreadsheet of all the vendors prices and facility locations (Transmittal No. 3).

StreetsLA recommends that all five (5) bidders be awarded a contract and work will be awarded based on price and availability. In order to ensure the lowest overall cost to the City, StreetsLA utilizes analysis which takes the cost for trucking and the cost for disposal and determines, in advance, which site will provide the lowest disposal cost for any given day.

### **Local Business Preference (LBP) Program**

The City passed Ordinance No. 181910, which adopted the LBP Program. The Program is designed to increase local employment and expenditures in the local private sector. Businesses that qualify as a Local Business Enterprise (LBE) may be granted an eight percent (8%) reduction of their Bid amount solely for the Bid evaluation purposes.

For this RFP, the Bureau of Contract Administration (BCA) has verified that all bidders except for RAMCO are certified LBEs. However, since all bidders are being recommended for contract award, the LBP did not affect the recommendation for award.

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### **Business Inclusion Program**

Due to the nature of services with these contracts, there are no subcontracting opportunities available and therefore, the Office of Budget and Innovation approved the waiver for this requirement. However, if any subcontracting opportunities arise, the City of Los Angeles, Department of Public Works will encourage the bidders to utilize Minority Business Enterprises (MBE), Women Business Enterprise (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veterans Business Enterprises (DVBE) and Other Business Enterprises (OBE) subcontractors.

### **Compliance with the City's Policies**

American Reclamation, Inc., California Waste Services, LLC, Crown Recycling Services, LLC, Recycled Aggregate Materials Company, Inc. (RAMCO), and USA Waste of California, Inc. dba Waste Management have complied with all City requirements including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Equal Benefits Ordinance/First Source Hiring Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Insurance Requirements
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance/Contractor Bidder Campaign Contribution and Fundraising Restriction
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Contractor Responsibility Ordinance
- Contractor's Use of Criminal History for Consideration of Employment
- Security Guard Services
- Disclosure of Border Wall Contracting Ordinance
- Disclosure of Contracts and Sponsorship of the National Rifle Association

### **Previous Work Record based on StreetsLA records:**

- American Reclamation, Inc. (OBE, LBE) has been awarded one contract issued by the Board of Public within the last five years.
- California Waste Services, LLC (OBE, LBE) has been awarded one contract issued by the Board of Public Works within the last five years.

## DEPARTMENT OF PUBLIC WORKS

### BUREAU OF STREET SERVICES BUREAU OF CONTRACT ADMINISTRATION JOINT REPORT NO. 1

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- Crown Recycling Services, LLC (OBE, LBE) has not been awarded a contract by the Board of Public Works within the last five years.
- Recycled Aggregate Materials Company, Inc. (RAMCO) (OBE) has been awarded one contract issued by the Board of Public Works in the last five years.
- USA Waste of California, Inc. dba Waste Management (OBE, LBE) has been awarded five contracts issued by the Board of Public Works within the last five years.

#### **Contractor Performance Evaluation**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code (L.A.A.C.), StreetsLA personnel for the quality control of this contract shall submit Contract Performance Evaluation Reports to the Department of Public Works, BCA upon its completion.

#### **Contractor Responsibility Ordinance**

All vendors participating in the program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance may render the bidder's contract subject to termination pursuant to the conditions expressed therein.

#### **Contract Term**

The term of the proposed contract will be for three (3) years.

#### **Conclusion**

In the view of the above findings, staff recommends that the Board award contracts to American Reclamation, Inc., California Waste Services, LLC, Crown Recycling Services, LLC, Recycled Aggregate Materials Company, Inc. (RAMCO), and USA Waste of California, Inc. dba Waste Management.

#### **SOURCE OF FUNDS**

It is estimated that the annual usage for these contracts will be approximately \$8,000,000. Sufficient funds are available for these contracts within the Bureau of Street Services Fund 100, Department 86, Operating Supplies Account 006020.

The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any

DEPARTMENT OF PUBLIC WORKS

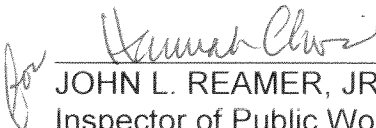
BUREAU OF STREET SERVICES  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT REPORT NO.1  
DATE: December 18, 2019

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succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

Respectfully Submitted,


  
ADEL H. HAGEKHALIL, P.E.  
Executive Director and General Manager  
Bureau of Street Services

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

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:

  
Lynda McGlinchey, Compliance Program Manager II  
Office Contract Compliance  
Bureau of Contract Administration

APPROVED AS TO FUNDS:

  
VICTORIA SANTIAGO, Director  
Office of Accounting  
Fund 100/Dept 86/006020 - \$8,000,000

Prepared by:

Pamela Ostrander 213-847-2811 12-9-19

User\contracts\Contract Administration\Admin\contracts\inert materials & debris\board reports\2019 RFB AWARD Board  
Report inert materials FINAL

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO. 1

DATE: May 12, 2020

**COUNCIL DISTRICT: ALL**

Honorable Board of Public Works  
The City of Los Angeles

Commissioners:

**REQUEST FOR AUTHORITY TO APPROVE CONTRACT NO. C-134894  
AMENDMENT NO. 1 CHANGING THE CONTRACTOR'S NAME FOR THE  
"RECYCLING AND/OR DISPOSAL OF INERT MATERIALS, MIXED INERT  
MATERIALS, MIXED DEBRIS, WASTE DEBRIS, WHITE GOODS, BULKY ITEMS,  
AND CONSTRUCTION AND DEMOLITION MATERIALS" FROM CROWN  
RECYCLING SERVICES, LLC. TO ARAKELIAN ENTERPRISES, INC. D/B/A CROWN  
RECYCLING SERVICES**

**RECOMMENDATIONS**

That the Board of Public Works (Board):

1. Approve Contract Amendment No. 1 consenting to a change of control, assignment and assumption of Contract No. C-134894 "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials generated by the Bureau of Street Services (StreetsLA) from and between StreetsLA and Crown Recycling Services, LLC. to Arakelian Enterprises, Inc. d/b/a Crown Recycling Services.
2. Authorize the Executive Director and General Manager of StreetsLA to issue a Notice to Proceed to the new Contractor, Arakelian Enterprises, Inc. d/b/a Crown Recycling Services.
3. Authorize the Executive Director and General Manager of StreetsLA to notify the Controller's Office for payment purposes, once approved, within thirty (30) days to set up the vendor's account.

**TRANSMITTALS**

1. Adopted Board Report, dated December 18, 2019, authorizing the Bureau of Street Services to execute a contract between the City and Crown Recycling Services, LLC. for the "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and

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

MAY 12 2020

  
Executive Officer  
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO. 1

DATE: May 12, 2020

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Demolition Materials generated by the Bureau of Street Services (StreetsLA) Citywide Operations”.

2. Contract No. C-134894, executed January 15, 2020, between the City of Los Angeles (City) and Crown Recycling Services.
3. Notice to Proceed dated January 23, 2020, by Crown Recycling Services, LLC.
4. Copy of a letter dated March 2, 2020, from Crown Recycling Services, LLC. regarding their entity change to Arakelian Enterprises, Inc.
5. Proposed Contract Amendment No. 1 (C-134894-1), in substantial form, between the City and Arakelian Enterprises, Inc.
6. Copy of Arakelian Enterprises, Inc.'s Business Tax Registration Certificate issued June 10, 2016, Account No. 0000721614-0001-8; and Form W-9 – Request for Taxpayer Identification submitted by Arakelian Enterprises, Inc., Federal ID No. 95-4313271.
7. Copy of Required Insurance Form 146 with approval number Certificate No. CA 2037575

**FISCAL IMPACT STATEMENT**

There is no impact on the General Fund.

**BACKGROUND & DISCUSSION**

**Summary**

On December 18, 2019, the Board staff's recommendation to execute and award five separate contracts for “Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction/Demolition Materials”. (See Transmittal No. 1). Crown Recycling Services, LLC, was one of the five contractors selected.

On January 10, 2020, the City executed Contract C-134894 to Crown Recycling Services, LLC. (See Transmittal No. 2).

On January 23, 2020, a Notice to Proceed letter was sent to Crown Recycling Services, LLC with an issuance start date of January 1, 2020 and expiration date of December 31, 2022. (See Transmittal No. 3)



DEPARTMENT OF PUBLIC WORKS

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On or around March 2, 2020, StreetsLA received a letter from Crown Recycling Services, LLC stating it ceased to exist and Arakelian Enterprises, Inc. assumed all assets and all legal and operational matters effective December 31, 2019. (See Transmittal No. 4)

The Proposed Contract Amendment Number No. 1 C-134894 was drafted and is necessary and proper to continue or complete the required activities. (See Transmittal No. 5). The proposed new Contractor, Arakelian Enterprises, Inc. d/b/a Crown Recycling Services, has agreed to the contract provisions stipulated in Contract C-134894. All parties agree to sign that all other provisions of Contract C-134894 shall not in any manner alter, change, modify or affect the rights, privileges, duties or obligations of the parties contained in Contract C-134894 and, further, that all terms, covenants and conditions of Contract C-134894 shall remain in full force and effect.

Arakelian Enterprises, Inc. filed a copy of the Required Insurance Forms (See Transmittal No. 6) and the City of Los Angeles Tax Registration Certificate. (See Transmittal No. 7)

Arakelian Enterprises, Inc. is in compliance with all the provisions under Contract C-134894, which are on file at StreetsLA, Contract Services.

The new representative of the contract and mailing address are as follows:

**Arakelian Enterprises, Inc. d/b/a Crown Recycling Services**  
Enrique Gonzales, General Manager  
9189 De Garmo Avenue  
Sun Valley, CA 91352

**SCOPE OF WORK AND PRICE SHEETS**

There is no change in the scope of work or price sheets

**Contractor Performance Evaluation**

The quality of the work performed by the contractor will be monitored in accordance with the Contract Evaluation Ordinance No. 173018 [Division 10, Chapter 1, Article 13 of the Los Angeles Administrative Code (L.A.A.C.)] and the Rules for the Evaluation of Service Contractors which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of these personnel services contracts shall submit the Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of the contracts. The critiques are kept on file by the BCA, Special Research and Investigation Section for reference by other City departments and agencies.

DEPARTMENT OF PUBLIC WORKS

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DATE: May 12, 2020

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**Contractor Responsibility Ordinance**

All Contractors participating in this program are subject to compliance with the requirements specified in the City's Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the ordinance may render this bidder's contract subject to termination pursuant to the conditions expressed therein.

**Contract Administration**

Responsibility for administration of the contract will be with StreetsLA, Contract Services.

**Business Inclusion Program**

On March 28, 2019, StreetsLA received a waiver from the Mayor's Office for implementing the Executive Directive No. 14 Business Inclusion Program requirements due to the fact that there are no subcontracting opportunities for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris and bulky items that are to be disposed of at a private facility.

**City Attorney Review**

This amendment, in substantial form, is subject to City Attorney's review and approval.

**Corporate or Main Office and Work Force Information**

The headquarters' address of Arakelian Enterprises, Inc. d/b/a Crown Recycling Services is located at 14048 E. Valley Blvd, City of Industry, CA 91746. The contractor has 445 out of 1746 employees who reside in the City. This represents 25.5 percent of the workforce.

**SOURCE OF FUNDING**

It is estimated that the annual usage for this contract and all contracts associated with these services will be approximately \$8,000,000 annually. Sufficient funds are available for this contract and all contracts associated with this project within the Bureau of Street Services Fund No. 100, Department 86, Operating Supplies Account 006020. Annual amounts may change based on the City's Budget.

The total funding for Amendment No. 1 due to the Contract Name Change for the Recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials generated by StreetsLA Citywide operations, from Crown Recycling Services, LLC to Arakelian Enterprises, Inc. dba Crown Recycling Services and all contracts associated with this project in all Council Districts shall not exceed \$8,000,000 annually.

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

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The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and condition of the contract.

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.

(MSF, SHC)

Respectfully submitted,



ADEL H. HAGEKHALIL, P.E.  
Executive Director and General Manager  
Bureau of Street Services

APPROVED AS TO FUNDS



05/04/2020

MIGUEL DE LA PENA, Director  
Office of Accounting

Date: 4/16/2020

Fund 100 Dept. 86 , Appr. # 006020, \$8,000,000.00

AHH/SCH/MSF: jc

Questions regarding this Report may be referred to:

Monica Shelton-Frierson, Sr. Management Analyst I

StreetsLA, Contract Services | Phone No. (213) 847-2802

Amendment No. 1 – C134894\_Board\_Disposal of Inert Materials | Arakelian Enterprises, dba Crown Recycling Services

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
DATE: February 15, 2023

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles, California  
AND REFERRED TO THE MAYOR

FEB 15 2023

  
Executive Officer  
Board of Public Works

COUNCIL DISTRICT: ALL

**AUTHORITY TO EXECUTE AMENDMENTS TO PERSONAL SERVICES CONTRACTS WITH AMERICAN RECLAMATION, INC. (C-134891), CALIFORNIA WASTE SERVICES, LLC (C-134892), RECYCLED AGGREGATE MATERIALS COMPANY, INC. (C-134893), ARAKELIAN ENTERPRISES DBA CROWN RECYCLING SERVICES, LLC (C-134894), AND USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT (C-134895) FOR RECYCLING AND/OR DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE DEBRIS, WHITE GOODS, BULKY ITEMS AND CONSTRUCTION AND DEMOLITION MATERIALS GENERATED BY THE BUREAU OF STREET SERVICES (STREETSLA) CITYWIDE OPERATIONS (VARIOUS WORK ORDERS)**

---

**RECOMMENDATIONS**

That the Board of Public Works (Board):

1. APPROVE and FORWARD this report with transmittals to the Mayor ~~and City Council~~ ~~(Council)~~ with the request that the Board be authorized to execute the five (5) amendments to the Personal Services Contracts (PSCs) listed in 1(a) through 1(e) to adjust disposal rates; increase the estimated total annual expenditures for these contracts combined from \$8,000,000 to \$13,000,000; extend the terms of the contracts beyond the current expiration date of December 31, 2022 for one year plus a one-year renewal option for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials; and to add an additional disposal facility and services to PSC listed in 1(b).
  - (a) C-134891 Amendment No. 1 with American Reclamation, Inc. (ARI)
  - (b) C-134892 Amendment No. 1 with California Waste Services, LLC (CWS)
  - (c) C-134893 Amendment No. 1 with Recycled Aggregate Materials Company, Inc. (RAMCO)
  - (d) C-134894 Amendment No. 2 with Arakelian Enterprises dba Crown Recycling Services, LLC (CRS)
  - (e) C-134895 Amendment No. 1 with USA Waste of California, Inc. dba Waste Management (WM)
2. AUTHORIZE the President or two Members of the Board to execute the five contract amendments upon approval by the Mayor ~~and Council~~.

## DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
DATE: February 15, 2023

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### **TRANSMITTALS**

1. Copy of the Board Report adopted December 18, 2019 approving award of the five contracts.
2. Copy of the revised Schedule of Work and Prices for January 1, 2020 through December 31, 2024.
3. Copy of the Proposed Contract Amendment No. 1 with ARI.
4. Copy of the Proposed Contract Amendment No. 1 with CWS.
5. Copy of the Proposed Contract Amendment No. 1 with RAMCO.
6. Copy of the Proposed Contract Amendment No. 2 with CRS.
7. Copy of the Proposed Contract Amendment No. 1 with WM.
8. Business Inclusion Program Waiver dated March 28, 2019.

### **DISCUSSION**

#### **Background**

In the course of construction, reconstruction, and maintenance operations to City streets and sidewalks, StreetsLA generates solid waste debris or inert materials consisting of mostly asphalt pavement, concrete, dirt and/or sand, which may include rebar and/or wire mesh, and/or a combination of these. Most of the solid waste generated are already recycled into new asphalt or crushed miscellaneous base by the City and its contracted suppliers. Those materials that are not recycled by the City or its contracted suppliers require the use of private sector facilities for proper and legal disposal and/or possible recycling. Waste deliveries are made by the City, including independent owner-operator truckers from StreetsLA's As-Needed Haul Truck Program, to the contractors' facilities determined to be most appropriate and efficient as determined by the City.

In 1989, California Assembly Bill 939, known as the California Integrated Solid Waste Management Act, required municipalities to reduce the quantities of solid waste being disposed in landfills by 25% by 1995 and 50% by 2000. In compliance with AB 939, the City submitted to the State a Source Reduction and Recycling Element with strategies to reduce, reuse, recycle, and compost solid waste materials. Per Mayor Garcetti's Green

## DEPARTMENT OF PUBLIC WORKS

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New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

On December 18, 2019, the Board authorized the execution of three-year contracts, covering January 1, 2020 through December 31, 2022, with five contractors (ARI, CWS, RAMCO, CRS, and WM) to receive and properly dispose and/or recycle inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials (Transmittal 1). At the time, the estimated total annual expenditures for the contracts combined was \$8 million. The below table is the usage summary showing the expenditures and tonnage of waste recycled/disposed from January 1, 2020 through October 14, 2022. These five contracts incurred \$31,028,055 in expenditures (approximately \$11 million annually) with about 1 million tons of waste. It is estimated that the combined total annual usage for these contracts will increase to approximately \$13 million per year.

Contract #	Contractor	Jan 1, 2020 - Dec 31, 2020		Jan 1, 2021 - Dec 31, 2021		Jan 1, 2022 - Oct 14, 2022		Total	
		Cost	Weight	Cost	Weight	Cost	Weight	Cost	Weight
C-134891	American Reclamation	\$ 601,585	13,111	\$ 964,050	4,489	\$ 61,381	727	\$ 1,627,016	18,326
C-134892	Calif. Waste Services	\$ 19,769	599	\$ -	-	\$ -	-	\$ 19,769	599
C-134893	RAMCO	\$ 4,179,575	185,845	\$ 4,205,325	188,111	\$ 3,551,800	157,380	\$ 11,936,700	531,336
C-134894	Arakelian Enterprises	\$ 255,203	4,287	\$ 847,210	13,211	\$ 870,579	16,576	\$ 1,972,992	34,073
C-134895	USA Waste of Calif.	\$ 5,607,306	147,655	\$ 4,707,358	128,349	\$ 5,156,915	144,868	\$ 15,471,578	420,872
Total		\$ 10,663,438	351,497	\$ 10,723,943	334,160	\$ 9,640,675	319,551	\$ 31,028,055	1,005,206
Annual Average								\$ 11,114,532	360,072
Average Rate per Ton		\$ 30.34		\$ 32.09		\$ 30.17		\$ 30.87	
Average Tons per Month			29,291		27,847		30,433		30,006

### Amendment

StreetsLA will be preparing a Request for Proposal (RFP) to secure new contracts to replace these five contracts that expire December 31, 2022. There have been delays in developing and issuing the RFP due to resource limitations at StreetsLA. However, since StreetsLA has a continuing need for these services, StreetsLA negotiated with the contractors to extend the term of the current contracts for one year, plus a one-year renewal option. Due to unusually high inflation in the past year, all five contractors have submitted proposals adjusting their prices to cover their increased costs for the amendments covering January 1, 2023 through December 31, 2024 (Transmittal 2), except RAMCO whose prices remain unchanged. Additionally, CWS provided an

## DEPARTMENT OF PUBLIC WORKS

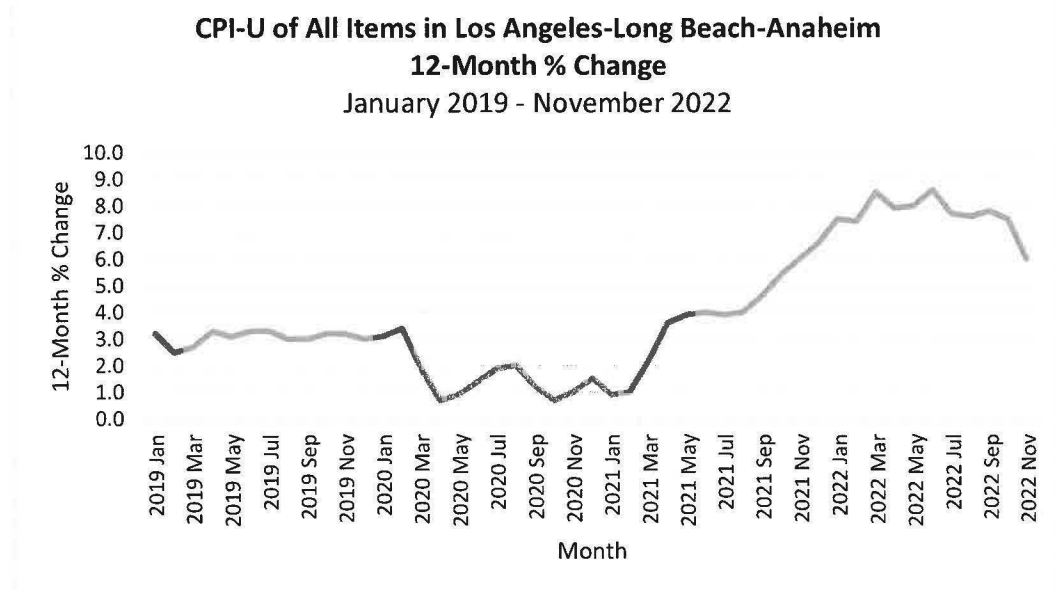
BUREAU OF STREET SERVICES  
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additional facility located at 3720 Noakes St., Los Angeles, CA 90023 that will be made available to StreetsLA that was not provided on the original contract.

Contractor	Rate Change for 2023	Rate Change for 2024
American Reclamation	8.5% increase across the board	No change
Calif. Waste Services	14.44% decrease to 6.06% increase, and added new facility in downtown LA	No change
RAMCO	No change	No change
Arakelian Enterprises	5.00% to 6.49% increase	5.00% to 7.32% increase
USA Waste of Calif.	3.88% to 25.71% increase	1.99% to 7.84% increase

The rate increases proposed by the contractors appear to be due to inflationary pressures, considering their rates have remain unchanged for the last 3 years, while the minimum wage in the City of Los Angeles has increased annually (\$13.25 in 2018, \$14.25 in 2019, \$15.00 in 2020, \$15.00 in 2021, and \$16.04 in 2022) and inflation has increased by 6.0% in the last 12 months alone. The below data from the US Bureau of Labor Statistics shows the 12-month percent change in the Consumer Price Index for All Urban Consumers (CPI-U) for All Items in the Los Angeles-Long Beach-Anaheim area. Over the last 12 months ending November 2022, the CPI-U increased 6.0%. The annual average 12-month change was 7.7% in 2022, compared to 3.8% in 2021 and 1.6% in 2020. The cumulative annual average over the three-year period was 13.1%.





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CPI-U for All Items in Los Angeles-Long Beach-Anaheim Area 12-Month Percent Change													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average
2019	3.2	2.5	2.7	3.3	3.1	3.3	3.3	3.0	3.0	3.2	3.2	3.0	3.1
2020	3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6
2021	0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8
2022	7.5	7.4	8.5	7.9	8.0	8.6	7.7	7.6	7.8	7.5	6.0		7.7
Cumulative Annual Average (2020-2022)													13.1

### Justification

The extension of the contract term for one year, plus a one-year renewal option will allow for the continued recycling and/or proper and legal disposal of solid waste materials, while providing sufficient time for StreetsLA to issue a new RFP for these services. The amendments do require City Council approval because their cumulative term extends beyond three years.

The five (5) contractors have complied with all federal, state, and local regulatory and contractual requirements as specified in their agreements with the City. All five (5) contractors continue to be the best and most available options to the City for recycling and disposal services. Therefore, in consideration of their past performance and the City's desire to have the most reliable contractors, it is recommended that the personal services contracts with ARI, CWS, RAMCO, CRS, and WM for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials be amended.

In summary, the proposed contract amendments (Transmittals 3 through 7) shall:

1. Extend the current PSCs, C-134891, C-134892, C-134893, C-134894, and C-134895, for one year and one, one-year renewal option;
2. Adjust rates for the next two years in accordance with new rate sheets; and
3. Increase the estimated total annual expenditures for the contracts combined by \$5 million, from \$8 million to \$13 million.

### Business Inclusion Program (BIP)

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. The program provides Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise



## DEPARTMENT OF PUBLIC WORKS

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(EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

Due to the nature of services with these contracts, there are no subcontracting opportunities available and therefore, the Mayor's Office of Budget and Innovation approved the waiver for this requirement on March 28, 2019 (Transmittal 8).

### **LOCAL BUSINESS PREFERENCE PROGRAM (LBPP)**

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference Program which was designed to increase local employment and expenditures in the local private sector. Businesses that qualify as a Local Business Enterprise (LBE) may be granted an eight percent reduction of their Bid amount solely for Bid evaluation purposes. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent reduction for each of those certifications, up to a total of twelve percent. Businesses that qualify as a LBE, but neither as a LSB and/or a LTE, may be granted a one percent reduction, up to a maximum of two percent for each of those certifications, for every ten percent of their bid that is to be performed by a LSB and/or a LTE subcontractor. Additionally, all non-LBE Businesses may be granted a one percent reduction, up to a maximum of five percent, of their Bid amount solely for Bid evaluation purposes, for every ten percent of their bid that is to be performed by a LBE, LSB, and/or a LTE subcontractor.

According to the Award Board Report dated December 18, 2019 (Transmittal 1) at the time of award, all bidders except RAMCO, were certified LBE's. However, since all bidders were recommended for award, the LBPP did not affect the recommendation.

### **Compliance with the City's Non-Discrimination Policies**

Consultants shall comply with the Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions, Equal Benefits Ordinance, City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Living Wage Ordinance, Worker Retention Ordinance, First Source Hiring Ordinance, Slavery Disclosure Ordinance, and Disclosure of Border Wall Contracting Ordinance requirements of the RFQ.

## DEPARTMENT OF PUBLIC WORKS

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### **Contractor Performance Evaluation**

The quality of the work performed by the contractors will be monitored in accordance with the Contract Performance Evaluation Ordinance No. 173018 [Division 10, Chapter 1, Article 13 of the LAAC] and the Rules for the Evaluation of Service Consultants which require departments to prepare performance evaluations upon completion of all service contracts over \$25,000 and at least three months in duration. The appropriate City personnel responsible for the quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon completion of the contracts.

### **Contractor Responsibility Ordinance**

All consultants are subject to compliance with the requirements specified in the City of Los Angeles Contractor Responsibility Ordinance No. 173677 [Division 10, Chapter 1, Article 14 of the LAAC]. Failure to comply with all the requirements specified in the ordinance may render this bidder's contract subject to termination pursuant to the conditions expressed therein.

### **City Attorney Review**

The City Attorney's Office has approved the five proposed contract amendments as to form.

### **STATUS OF FUNDING**

From January 2020 through mid-October 2022, these five contracts incurred \$31,028,056 in expenditures (approximately \$11 million annually). It is estimated that the combined total annual usage for these contracts will increase to approximately \$13 million per year. Sufficient funds are available for these contracts within the Bureau of Street Services Fund 100, Department 86, Appropriation 006020 (Operating Supplies).

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

(Signature Page to follow)

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 1  
DATE: February 15, 2023

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SIGNATURE PAGE

Respectfully Submitted,



for

KEITH MOZEE  
Executive Director and General Manager  
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



Lynda McGlinchey (Feb 7, 2023 11:12 PST)

LYNDA MCGLINCHEY  
Compliance Program Manager II  
Bureau of Contract Administration



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

APPROVED AS TO FUNDS



MIGUEL DE LA PENA  
Director  
Office of Accounting

Date: 2/08/2023

Fund 100, Dept. 86, Appr. 006020, \$13,000,000

KM/SHC/MC:mmmy

Questions regarding this report may be referred to:  
Melinda Chou, Sr. Management Analyst II  
(213) 847-2822  
melinda.chou@lacity.org

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
JUL 19 2023  
JUL 21 2023  
Executive Officer  
Board of Public Works  
Executive Officer  
Board of Public Works

BPW-2024-0714

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO.1

DATE: July 21, 2023

COUNCIL DISTRICT: ALL

**AUTHORITY TO EXECUTE SECOND AMENDMENT TO PERSONAL SERVICES CONTRACT WITH USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT (C-134895) FOR RECYCLING AND/OR DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE DEBRIS, WHITE GOODS, BULKY ITEMS, AND CONSTRUCTION AND DEMOLITION MATERIALS GENERATED BY THE BUREAU OF STREET SERVICES CITYWIDE OPERATIONS (VARIOUS WORK ORDERS)**

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**RECOMMENDATIONS**

That the Board of Public Works (Board):

1. Approve the Second Amendment to Contract No. C-134895 between the City of Los Angeles and USA Waste of California, Inc. dba Waste Management (WM) to add/remove disposal facilities and revise the list of services to be provided at WM facilities.
2. AUTHORIZE the President or two Members of the Board to execute the Second Amendment.

**TRANSMITTALS**

1. Copy of the Board Report adopted December 18, 2019 approving award of five contracts for recycling and/or disposal, including WM's contract (C-134895).
2. Copy of the Board Report adopted February 15, 2023 approving execution of First Amendment to C-134895.
3. Copy of WM's notification to the Bureau of Street Services (StreetsLA) dated March 15, 2023 regarding the closure of its Downtown Diversion facility.
4. Copy of WM's revised Schedule of Work and Prices for January 1, 2020 through December 31, 2024.
5. Copy of the proposed Second Amendment with WM.
6. Map of WM disposal facilities.

## DEPARTMENT OF PUBLIC WORKS

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### **DISCUSSION**

In the course of construction, reconstruction, and maintenance operations to City streets and sidewalks, StreetsLA generates solid waste debris or inert materials consisting of mostly asphalt pavement, concrete, dirt and/or sand, which may include rebar and/or wire mesh, and/or a combination of these. Most of the solid waste generated is already recycled into new asphalt or crushed miscellaneous base by the City and its contracted suppliers. Those materials that are not recycled by the City or its contracted suppliers require the use of private sector facilities for proper and legal disposal and/or possible recycling. StreetsLA delivers waste materials to the most appropriate contractor facility, taking into consideration the location and materials accepted at each facility.

In 1989, California Assembly Bill 939, known as the California Integrated Solid Waste Management Act, required municipalities to reduce the quantities of solid waste being disposed in landfills by 25% by 1995 and 50% by 2000. In compliance with AB 939, the City submitted to the State a Source Reduction and Recycling Element with strategies to reduce, reuse, recycle, and compost solid waste materials. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

On December 18, 2019, the Board authorized the execution of three-year contracts, covering January 1, 2020 through December 31, 2022, with five contractors (including WM) to receive and properly dispose and/or recycle inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials (Transmittal 1).

On February 15, 2023, the Board authorized execution of amendments with all five contractors to extend the term for one year plus a one-year renewal option and adjust disposal rates (Transmittal 2).

On March 15, 2023, WM notified StreetsLA that WM will cease operations at its Downtown Diversion (DD) facility located at 2424 East Olympic Boulevard, Los Angeles, CA 90021 effective January 1, 2024 due to the loss of its property lease (Transmittal 3). At which time, WM will continue to provide the City with the same services and rates currently offered at DD by adding those services to its nearby Mission Road Waste Transfer & Recycling (MRWTR) facility located at 840 South Mission Road, Los Angeles, CA 90023 (Transmittal 4).

On May 10, 2023, WM informed StreetsLA that its East Valley Diversion (EVD) facility located at 11616 Sheldon Street, Sun Valley, CA 91352 was reaching the daily tonnage

DEPARTMENT OF PUBLIC WORKS

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capacity and offered to add its Sun Valley Recycling Park (SVRP) facility located at 9227 Tujunga Avenue, Sun Valley, CA 91352 to the contract. WM agreed to provide the same services and rates currently offered at its EVD facility at the newly added SVRP facility, effective as of the execution date of the Second Amendment.

Transmittal 4 summarizes all facility and service changes described in the Second Amendment.

The purpose of the Second Amendment is to establish alternative facilities for the DD and EVD facilities since StreetsLA continues to require the services (Transmittal 5). Both alternative MRWTR and SVRP facilities are located within a mile of DD and EVD respectively (Transmittal 6) and should not incur any additional expenses to the City, nor are there any changes to the terms of the agreement or cost ceiling.

**STATUS OF FUNDING**

This Second Amendment is a technical change to establish two alternative facilities, and therefore has no impact on funding. Sufficient funds are available for these contracts within the Bureau of Street Services Fund 100, Department 86, Appropriation 006020 (Operating Supplies).

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

(Signature Page to follow)

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DATE: July 21, 2023

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SIGNATURE PAGE

Respectfully Submitted,

 for

KEITH MOZEE

Executive Director and General Manager  
Bureau of Street Services

APPROVED AS TO FUNDS:



MIGUEL DE LA PENA

Director

Office of Accounting

Date: 7/12/2023

Fund 100, Dept. 86, Appr. 006020, \$13,000,000

KM/SHC/MC:mmy

Questions regarding this report may be referred to:  
Melinda Chou, Sr. Management Analyst II  
(213) 847-2822  
melinda.chou@lacity.org

**Arcosa Crushed Concrete | West Region**

2655 1<sup>st</sup> St, Ste. 210  
Simi Valley, CA 93065  
T 805.522.1646



Date: August 21, 2023

To Our Valued Customers and Vendors:

As you may be aware, Arcosa, Inc. acquired RAMCO in May of 2022. We are thrilled to announce that as part of this transition, RAMCO will begin the process of rebranding to **Arcosa Crushed Concrete**, effective today. This name change signifies a fresh chapter for our organization and reinforces our commitment to delivering exceptional products and services to our valued partners like you. In the coming weeks, we will be working diligently to update all relevant materials to reflect our new name and visual identity. We encourage you to update your records and familiarize yourself with our new branding elements to ensure consistency in our future communications.

We understand that you may have questions or require additional information regarding this name change and rebranding initiative. Please note that all existing contracts, agreements, and ongoing projects will continue without interruption. We are committed to ensuring a seamless transition during this process. Please do not hesitate to reach out to your RAMCO representative with any questions or for more information.

We deeply appreciate the trust and support you have placed in us over the years. Our quality, service, and relationships will remain stronger than ever as we begin this new journey as **Arcosa Crushed Concrete**.

**Dallas Jones**

*Director, Operations*

805.522.1646

dallas.jones@arcosa.com

**Michael Anselmo**

*Division Manager*

909.644.7961

michael.anselmo@arcosa.com

**Kyle Stansbury**

*Sales Manager*

909.566.8853

kyle.stansbury@arcosa.com





**SECOND AMENDMENT TO CONTRACT C-134891**

**BETWEEN**

**CITY OF LOS ANGELES**

**AND**

**AMERICAN RECLAMATION, INC.**

**FOR**

**Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris,  
Waste Debris, White Goods, Bulky Items, and Construction and Demolition  
Materials Generated by Bureau of Street Services (StreetsLA) Citywide  
Operations**

City of Los Angeles  
Department of Public Works



Bureau of Street Services  
<https://streetsla.lacity.org/>

Department of Public Works, Bureau of Street Services  
Keith Mozee, Executive Director and General Manager  
1149 S. Broadway Street, Suite 400  
Los Angeles, CA 90015

**SECOND AMENDMENT TO CONTRACT C-134891  
DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE  
DEBRIS, WHITE GOODS, BULKY ITEMS, AND CONSTRUCTION AND DEMOLITION  
MATERIALS  
BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES  
AND  
AMERICAN RECLAMATION, INC.**

---

THIS SECOND AMENDMENT modifies the Professional Services Contract (Contract) to Contract C-134891, entered into between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), by the Department of Public Works, Bureau of Street Services (hereinafter referred to as "StreetsLA") and American Reclamation, Inc. (hereinafter referred to as "Contractor"), with reference to the following:

**RECITALS**

**WHEREAS**, the City selected Contractor for the "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items, and Construction and Demolition Materials generated by StreetsLA Citywide Operations (hereinafter referred to as "Project")."

**WHEREAS**, the City and Contractor executed the Contract, No. C-134891, to implement the Project from January 1, 2020 through December 31, 2022.

**WHEREAS**, the First Amendment was executed with an effective date of January 1, 2023 to extend the term for one year plus a one-year renewal option; and

**WHEREAS**, the one-year option was exercised with an expiration date of December 31, 2024; and

**WHEREAS**, the City has a continued need for contracting services for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials generated by StreetsLA; and

**WHEREAS**, the Contractor meets all the Federal, State, and Local requirements to perform the criteria and requirements under the Contract; and

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

**WHEREAS**, the City now desires to enter into this Second Amendment to extend the term of the Contract on a monthly basis, not to exceed one-year; and

**WHEREAS**, the City and the Contractor have negotiated this Second Amendment in good faith; and

**WHEREAS**, the Second Amendment is necessary and proper to continue or complete City projects.

**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 Contract, the parties hereby agree as follows effective January 1, 2025:

# Revised Proposal

## BUREAU OF STREET SERVICES

### Recycling and/or Disposal of inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials



In and for the  
**City of Los Angeles**  
**California**

TYPE OF CONTRACT: Cash  
WORK ORDER NUMBER: Various  
ESTIMATED TOTAL ANNUAL EXPENDITURES: \$13,000,000

Firm Name  American Reclamation, Inc.		
Address  4560 Doran St., Los Angeles, CA 90039		
Contact Person  John R. Gasparian, President/CEO	Business Tax Registration Certificate (BTRC) No.  0000570063-0001-6	
Telephone Number:  (213) 270-5958	Fax Number:	
Email Address: john@socoastrec.com and JohnG@socoastrec.com	Cell Number:  (213) 305-4544	
Contractor's License Number:  N/A	Classification:	Expiration Date:

Section **13.0 TERMS OF CONTRACT** is hereby amended by deleting it in its entirety and replacing it with the following:

**13.0 TERMS OF CONTRACT**

The Contract will take effect on the date of the Notice to Proceed issued by the City, which was January 1, 2020, for a period of three years.

The City and the Contractor amended the term of the Contract by extending it for a period of one year from January 1, 2023 to December 31, 2023. The City exercised the option to renew the Contract for one additional one-year period from January 1, 2024 to December 31, 2024 by providing Contractor with written notice of its intent to exercise the option at least thirty (30) days prior to December 31, 2023.

Effective January 1, 2025 this Contract shall be extended on a monthly basis, not to exceed one year.

The City may terminate this Contract, or any part thereof, for its convenience without penalty, upon providing the Contractor no less than 30 days written notice prior to the effective date of termination. The City has the right to cancel the Contract for cause at any time with written notice of termination. The City will pay for that portion of orders fulfilled or work performed through the termination date.

The City's obligation to pay any amount due hereunder for any of City's fiscal year(s) after the current fiscal year is contingent upon appropriation of funds for the purpose thereof. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

Section **18.0 STANDARD PROVISIONS FOR CITY CONTRACTS** is hereby amended by deleting it in its entirety and replacing it with the following:

**18.0 STANDARD PROVISIONS FOR CITY CONTRACTS**

The Contractor is required to comply with all requirements contained within the City's **Standard Provisions of City Contracts (Rev. 6/24) [v.1], (Attachment A)**, to the extent they are applicable to Contractor's services under this Agreement. If there is a conflict between this Agreement and the Standard Provisions applicable to this Agreement, then this Agreement shall control the terms and obligations of the parties.

(Signature Page to Follow)

**SIGNATURE PAGE**

Except as amended herein, all other provisions of Contract No. C-134891 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment by their respective, duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Board of Public Works

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Board of Public Works

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

**American Reclamation, Inc.**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Adena Hopenstand  
Deputy City Attorney

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy City Clerk

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

City Business License Number (BTRC NO.): 0000570063-0001-6

Internal Revenue Service Taxpayer Identification Number: 95-4062148

Said Agreement is Number **C-134891** of City Contracts.

## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-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 **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.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

### **PSC-3. Time of Effectiveness**

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 **CONTRACTOR** by the person or persons authorized to bind **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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. 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 PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. 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 **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **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 **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **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.

#### **PSC-7. 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.

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **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, **CITY** may give **CONTRACTOR** written notice of the default. **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 **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **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 Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **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 **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, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **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 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, elderly 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 **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **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.
- 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **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 working days of the termination.

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **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.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**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 **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.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **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.

#### **PSC-16. Retention of Records, Audit and Reports**

**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 **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **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 **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding



performance of this Contract. Any subcontract entered into by **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, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **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.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **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 **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 **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 **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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.

#### **PSC-19. Intellectual Property Indemnification**

**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 **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 **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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.

#### **PSC-20. Intellectual Property Warranty**

**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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. 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, artwork, 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 **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **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. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**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 **CITY** irreparable harm. **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 **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

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

## **PSC-22. Data Protection**

- A. **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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages 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 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

**PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**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, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **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. **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.

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **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. **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. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **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."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the 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 **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](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**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. **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, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

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



#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **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 **CITY** or as required by law. **CONTRACTOR** shall immediately notify **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.

#### **PSC-44. 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.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: #1) American Reclamation, IncDate: 10/15/2024Agreement/Reference: \*Month To Month Amendment -Recycling and/or Disposal of Inert Materials...

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

Limits

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☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

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☒ **General Liability** City of LA is required to be named as an additional insured \$1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$2,000,000


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☐ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

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☐ **Pollution Liability** \_\_\_\_\_
☐ \_\_\_\_\_

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☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price


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☐ **Crime Insurance** \_\_\_\_\_

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**Other:** Sent to Martha Ynizquez @ PW Bureau of Street Services
\*Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction Demolition Materials


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**SECOND AMENDMENT TO CONTRACT C-134892**

**BETWEEN**

**CITY OF LOS ANGELES**

**AND**

**CALIFORNIA WASTE SERVICES, LLC**

**FOR**

**Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris,  
Waste Debris, White Goods, Bulky Items, and Construction and Demolition  
Materials Generated by Bureau of Street Services (StreetsLA) Citywide  
Operations**

City of Los Angeles  
Department of Public Works



Bureau of Street Services  
<https://streetsla.lacity.org/>

Department of Public Works, Bureau of Street Services  
Keith Mozee, Executive Director and General Manager  
1149 S. Broadway Street, Suite 400  
Los Angeles, CA 90015

**SECOND AMENDMENT TO CONTRACT C-134892  
DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE  
DEBRIS, WHITE GOODS, BULKY ITEMS, AND CONSTRUCTION AND DEMOLITION  
MATERIALS  
BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES  
AND  
CALIFORNIA WASTE SERVICES, LLC**

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THIS SECOND AMENDMENT modifies the Professional Services Contract (Contract) to Contract C-134892, entered into between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), by the Department of Public Works, Bureau of Street Services (hereinafter referred to as "StreetsLA") and California Waste Services, LLC (hereinafter referred to as "Contractor"), with reference to the following:

**RECITALS**

**WHEREAS**, the City selected Contractor for the "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items, and Construction and Demolition Materials generated by StreetsLA Citywide Operations (hereinafter referred to as "Project")."

**WHEREAS**, the City and Contractor executed the Contract, No. C-134892, to implement the Project from January 1, 2020 through December 31, 2022.

**WHEREAS**, the First Amendment was executed with an effective date of January 1, 2023 to extend the term for one year plus a one-year renewal option; and

**WHEREAS**, the one-year option was exercised with an expiration date of December 31, 2024; and

**WHEREAS**, the City has a continued need for contracting services for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials generated by StreetsLA; and

**WHEREAS**, the Contractor meets all the Federal, State, and Local requirements to perform the criteria and requirements under the Contract; and

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

**WHEREAS**, the City now desires to enter into this Second Amendment to extend the term of the Contract on a monthly basis, not to exceed one-year; and

**WHEREAS**, the City and the Contractor have negotiated this Second Amendment in good faith; and

**WHEREAS**, the Second Amendment is necessary and proper to continue or complete City projects.

**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 Contract, the parties hereby agree as follows effective January 1, 2025:

# Revised Proposal

## BUREAU OF STREET SERVICES

**Recycling and/or Disposal of inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials**



In and for the  
**City of Los Angeles**  
**California**

TYPE OF CONTRACT: Cash

WORK ORDER NUMBER: Various

ESTIMATED TOTAL ANNUAL EXPENDITURES: \$13,000,000

Firm Name		
California Waste Services, LLC		
Address		
621 W. 152nd Street. Gardena, CA 90247		
Contact Person	Business Tax Registration Certificate (BTRC) No.	
Eric Casper, President	287263-0001-3	
Telephone Number:	Fax Number:	
(310) 538-5998	(310) 538-9040	
Email Address:	Cell Number:	
eric@californiawasteservices.com	(310) 962-9458	
Contractor's License Number:	Classification:	Expiration Date:
N/A	N/A	N/A



Section **13.0 TERMS OF CONTRACT** is hereby amended by deleting it in its entirety and replacing it with the following:

**13.0 TERMS OF CONTRACT**

The Contract will take effect on the date of the Notice to Proceed issued by the City, which was January 1, 2020, for a period of three years.

The City and the Contractor amended the term of the Contract by extending it for a period of one year from January 1, 2023 to December 31, 2023. The City exercised the option to renew the Contract for one additional one-year period from January 1, 2024 to December 31, 2024 by providing Contractor with written notice of its intent to exercise the option at least thirty (30) days prior to December 31, 2023.

Effective January 1, 2025 this Contract shall be extended on a monthly basis, not to exceed one year.

The City may terminate this Contract, or any part thereof, for its convenience without penalty, upon providing the Contractor no less than 30 days written notice prior to the effective date of termination. The City has the right to cancel the Contract for cause at any time with written notice of termination. The City will pay for that portion of orders fulfilled or work performed through the termination date.

The City's obligation to pay any amount due hereunder for any of City's fiscal year(s) after the current fiscal year is contingent upon appropriation of funds for the purpose thereof. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

Section **18.0 STANDARD PROVISIONS FOR CITY CONTRACTS** is hereby amended by deleting it in its entirety and replacing it with the following:

**18.0 STANDARD PROVISIONS FOR CITY CONTRACTS**

The Contractor is required to comply with all requirements contained within the City's **Standard Provisions of City Contracts (Rev. 6/24) [v.1], (Attachment A)**, to the extent they are applicable to Contractor's services under this Agreement. If there is a conflict between this Agreement and the Standard Provisions applicable to this Agreement, then this Agreement shall control the terms and obligations of the parties.

(Signature Page to Follow)

**SIGNATURE PAGE**

Except as amended herein, all other provisions of Contract No. C-134892 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment by their respective, duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**

a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

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

Name: \_\_\_\_\_

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

Board of Public Works

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

Name: \_\_\_\_\_

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

Board of Public Works

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

**California Waste Services, LLC**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.*

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

Adena Hopenstand

Deputy City Attorney

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

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

Name: \_\_\_\_\_

Deputy City Clerk

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

City Business License Number (BTRC NO.): 0000287263-001-3

Internal Revenue Service Taxpayer Identification Number: 91-2131546

Said Agreement is Number **C-134892** of City Contracts.

## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-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 **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.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

### **PSC-3. Time of Effectiveness**

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 **CONTRACTOR** by the person or persons authorized to bind **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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. 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 PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. 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 **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **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 **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **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.

#### **PSC-7. 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.



## **PSC-8. Suspension**

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

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **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, **CITY** may give **CONTRACTOR** written notice of the default. **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 **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **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 Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **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 **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, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **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 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, elderly 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 **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **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.
- 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **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 working days of the termination.

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **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.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**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 **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.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **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.

#### **PSC-16. Retention of Records, Audit and Reports**

**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 **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **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 **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **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, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **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.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **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 **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 **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 **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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.

#### **PSC-19. Intellectual Property Indemnification**

**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 **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 **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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.

#### **PSC-20. Intellectual Property Warranty**

**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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. 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, artwork, 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 **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **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. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**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 **CITY** irreparable harm. **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 **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

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

## **PSC-22. Data Protection**

- A. **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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages 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 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

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

#### **PSC-25. Warranty and Responsibility of Contractor**

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

#### **PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**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, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure



the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **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. **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.

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **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. **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. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **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."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the 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 **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](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**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. **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, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

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

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **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 **CITY** or as required by law. **CONTRACTOR** shall immediately notify **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.

#### **PSC-44. 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.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: California Waste Services, LLCDate: 10/16/2024Agreement/Reference: \*Month To Month Amendment -Recycling and/or Disposal of Inert Materials...

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

Limits

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☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

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☒ **General Liability** City of LA is required to be named as an additional insured \$1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$2,000,000


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☐ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

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☐ **Pollution Liability** \_\_\_\_\_
☐ \_\_\_\_\_

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☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price


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☐ **Crime Insurance** \_\_\_\_\_

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**Other:** Sent to Martha Yniquez @ PW Bureau of Street Services
\*Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction DemolitionMaterialsC-134892



**SECOND AMENDMENT TO CONTRACT C-134893**

**BETWEEN**

**CITY OF LOS ANGELES**

**AND**

**ACC CA, INC. DBA ARCOSA CRUSHED CONCRETE**

**FOR**

**Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris,  
Waste Debris, White Goods, Bulky Items, and Construction and Demolition  
Materials Generated by Bureau of Street Services (StreetsLA) Citywide  
Operations**

City of Los Angeles  
Department of Public Works



Bureau of Street Services  
<https://streetsla.lacity.org/>

Department of Public Works, Bureau of Street Services  
Keith Mozee, Executive Director and General Manager  
1149 S. Broadway Street, Suite 400  
Los Angeles, CA 90015

**SECOND AMENDMENT TO CONTRACT C-134893  
DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE  
DEBRIS, WHITE GOODS, BULKY ITEMS, AND CONSTRUCTION AND DEMOLITION  
MATERIALS  
BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES  
AND  
ACC CA, INC. DBA ARCOSA CRUSHED CONCRETE**

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THIS SECOND AMENDMENT modifies the Professional Services Contract (Contract) to Contract C-134893, entered into between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), by the Department of Public Works, Bureau of Street Services (hereinafter referred to as "StreetsLA") and ACC CA, Inc. dba Arcosa Crushed Concrete (hereinafter referred to as "Contractor"), with reference to the following:

**RECITALS**

**WHEREAS**, the City selected Contractor for the "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items, and Construction and Demolition Materials generated by StreetsLA Citywide Operations (hereinafter referred to as "Project")."

**WHEREAS**, the City and Contractor executed the Contract, No. C-134893, to implement the Project from January 1, 2020 through December 31, 2022.

**WHEREAS**, the First Amendment was executed with an effective date of January 1, 2023 to extend the term for one year plus a one-year renewal option; and

**WHEREAS**, the one-year option was exercised with an expiration date of December 31, 2024; and

**WHEREAS**, Recycled Aggregate Materials Company, Inc. was acquired by ACC CA, Inc. dba Arcosa Crushed Concrete as of May 2022.

**WHEREAS**, the City has a continued need for contracting services for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials generated by StreetsLA; and

**WHEREAS**, the Contractor meets all the Federal, State, and Local requirements to perform the criteria and requirements under the Contract; and

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

**WHEREAS**, the City now desires to enter into this Second Amendment to extend the term of the Contract on a monthly basis, not to exceed one-year; and

**WHEREAS**, the City and the Contractor have negotiated this Second Amendment in good faith; and

**WHEREAS**, the Second Amendment is necessary and proper to continue or complete City projects.

**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 Contract, the parties hereby agree as follows effective January 1, 2025:

# Revised Proposal

## BUREAU OF STREET SERVICES

**Recycling and/or Disposal of inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials**



In and for the  
**City of Los Angeles**  
**California**

TYPE OF CONTRACT: Cash

WORK ORDER NUMBER: Various

ESTIMATED TOTAL ANNUAL EXPENDITURES: \$13,000,000

Firm Name		
ACC CA, Inc dba Arcosa Crushed Concrete		
Address		
2655 First Street, Suite #210, Simi Valley, CA 93065		
Contact Person  Kyle Stansbury, Senior Sales Manager	Business Tax Registration Certificate (BTRC) No. for Recycled Aggregate Materials Company, Inc. (RAMCO)  0002221304-0001-1	
	Business Tax Registration Certificate (BTRC) No. for ACC CA, Inc. dba Arcosa Crushed Concrete (Arcosa)  0000047425-0001-8	
Telephone Number:  (909) 566-8853	Fax Number:	
Email Address:  kyle.stansbury@arcosa.com	Cell Number:	
Contractor's License Number:  N/A	Classification:  N/A	Expiration Date:  N/A

Section **13.0 TERMS OF CONTRACT** is hereby amended by deleting it in its entirety and replacing it with the following:

**13.0 TERMS OF CONTRACT**

The Contract will take effect on the date of the Notice to Proceed issued by the City, which was January 1, 2020, for a period of three years.

The City and the Contractor amended the term of the Contract by extending it for a period of one year from January 1, 2023 to December 31, 2023. The City exercised the option to renew the Contract for one additional one-year period from January 1, 2024 to December 31, 2024 by providing Contractor with written notice of its intent to exercise the option at least thirty (30) days prior to December 31, 2023.

Effective January 1, 2025 this Contract shall be extended on a monthly basis, not to exceed one year.

The City may terminate this Contract, or any part thereof, for its convenience without penalty, upon providing the Contractor no less than 30 days written notice prior to the effective date of termination. The City has the right to cancel the Contract for cause at any time with written notice of termination. The City will pay for that portion of orders fulfilled or work performed through the termination date.

The City's obligation to pay any amount due hereunder for any of City's fiscal year(s) after the current fiscal year is contingent upon appropriation of funds for the purpose thereof. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

Section **18.0 STANDARD PROVISIONS FOR CITY CONTRACTS** is hereby amended by deleting it in its entirety and replacing it with the following:

**18.0 STANDARD PROVISIONS FOR CITY CONTRACTS**

The Contractor is required to comply with all requirements contained within the City's **Standard Provisions of City Contracts (Rev. 6/24) [v.1], (Attachment A)**, to the extent they are applicable to Contractor's services under this Agreement. If there is a conflict between this Agreement and the Standard Provisions applicable to this Agreement, then this Agreement shall control the terms and obligations of the parties.

(Signature Page to Follow)

**SIGNATURE PAGE**

Except as amended herein, all other provisions of Contract No. C-134893 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment by their respective, duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**  
a Municipal Coporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

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

Name:  
Title:  
Board of Public Works

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

Name:  
Title:  
Board of Public Works

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

**ACC CA, Inc. dba Arcosa Crushed Concrete**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.*

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

Name:  
Title:

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

Name:  
Title:

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

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

Adena Hopenstand  
Deputy City Attorney

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

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

Name:  
Deputy City Clerk

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

City Business License Numbers (BTRC NO.): **0002221304-0001-1 (RAMCO) and 0000047425-0001-8 (Arcosa)**

Internal Revenue Service Taxpayer Identification Number: **84-1720877**

Said Agreement is Number **C-134893** of City Contracts.

**THIRD AMENDMENT TO CONTRACT C-134894**

**BETWEEN**

**CITY OF LOS ANGELES**

**AND**

**ARAKELIAN ENTERPRISES, INC. DBA CROWN RECYCLING SERVICES**

**FOR**

**Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris,  
Waste Debris, White Goods, Bulky Items, and Construction and Demolition  
Materials Generated by Bureau of Street Services (StreetsLA) Citywide  
Operations**

City of Los Angeles  
Department of Public Works



Bureau of Street Services  
<https://streetsla.lacity.org/>

Department of Public Works, Bureau of Street Services  
Keith Mozee, Executive Director and General Manager  
1149 S. Broadway Street, Suite 400  
Los Angeles, CA 90015

**THIRD AMENDMENT TO CONTRACT C-134894  
DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE  
DEBRIS, WHITE GOODS, BULKY ITEMS, AND CONSTRUCTION AND DEMOLITION  
MATERIALS  
BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES  
AND  
ARAKELIAN ENTERPRISES, INC. DBA CROWN RECYCLING SERVICES**

---

THIS THIRD AMENDMENT modifies the Professional Services Contract (Contract) to Contract C-134894, entered into between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), by the Department of Public Works, Bureau of Street Services (hereinafter referred to as "StreetsLA") and Arakelian Enterprises, Inc. dba Crown Recycling Services (hereinafter referred to as "Contractor"), with reference to the following:

**RECITALS**

**WHEREAS**, the City selected Contractor for the "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items, and Construction and Demolition Materials generated by StreetsLA Citywide Operations (hereinafter referred to as "Project")."

**WHEREAS**, the City and Contractor executed Contract C-134894, to implement the Project from January 1, 2020 through December 31, 2022.

**WHEREAS**, the First Amendment was executed with an unchanged expiration date of December 31, 2022 to reflect a change of ownership; and

**WHEREAS**, the Second Amendment was executed with an effective date of January 1, 2023 to extend the term for one year plus a one-year renewal option; and

**WHEREAS**, the one-year renewal option was exercised with an expiration date of December 31, 2024; and

**WHEREAS**, the City has a continued need for contracting services for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials generated by StreetsLA; and

**WHEREAS**, the Contractor meets all the Federal State, and Local requirements to perform the criteria and requirements under the Contract; and

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

**WHEREAS**, the City now desires to enter into this Third Amendment to extend the term of the Contract on a monthly basis, not to exceed one-year; and

**WHEREAS**, the City and the Contractor have negotiated this Third Amendment in good faith; and

**WHEREAS**, this Third Amendment is necessary and proper to continue or complete City projects.



**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 Contract, the parties hereby agree as follows effective January 1, 2025:

# Revised Proposal

## BUREAU OF STREET SERVICES

### Recycling and/or Disposal of inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials



In and for the  
**City of Los Angeles**  
**California**

TYPE OF CONTRACT: Cash

WORK ORDER NUMBER: Various

ESTIMATED TOTAL ANNUAL EXPENDITURES: \$13,000,000

Firm Name  Arakelian Enterprises, Inc. dba Crown Recycling Services		
Address  9189 De Garmo Ave., Sun Valley CA 91352		
Contact Person  Enrique Gonzalez, Director of MRF Operations	Business Tax Registration Certificate (BTRC) No.  0003003529-0001-3	
Telephone Number:  (818) 504-1424	Fax Number:	
Email Address:  egonzalez@athensservices.com	Cell Number:  (626) 255-6118	
Contractor's License Number:  N/A	Classification:	Expiration Date:

Section **13.0 TERMS OF CONTRACT** is hereby amended by deleting it in its entirety and replacing it with the following:

**13.0 TERMS OF CONTRACT**

The Contract will take effect on the date of the Notice to Proceed issued by the City, which was January 1, 2020, for a period of three years.

The City and the Contractor amended the term of the Contract by extending it for a period of one year from January 1, 2023 to December 31, 2023. The City exercised the option to renew the Contract for one additional one-year period from January 1, 2024 to December 31, 2024 by providing Contractor with written notice of its intent to exercise the option at least thirty (30) days prior to December 31, 2023.

Effective January 1, 2025 this Contract shall be extended on a monthly basis, not to exceed one year.

The City may terminate this Contract, or any part thereof, for its convenience without penalty, upon providing the Contractor no less than 30 days written notice prior to the effective date of termination. The City has the right to cancel the Contract for cause at any time with written notice of termination. The City will pay for that portion of orders fulfilled or work performed through the termination date.

The City's obligation to pay any amount due hereunder for any of City's fiscal year(s) after the current fiscal year is contingent upon appropriation of funds for the purpose thereof. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

Section **18.0 STANDARD PROVISIONS FOR CITY CONTRACTS** is hereby amended by deleting it in its entirety and replacing it with the following:

**18.0 STANDARD PROVISIONS FOR CITY CONTRACTS**

The Contractor is required to comply with all requirements contained within the City's **Standard Provisions of City Contracts (Rev. 6/24) [v.1], (Attachment A)**, to the extent they are applicable to Contractor's services under this Agreement. If there is a conflict between this Agreement and the Standard Provisions applicable to this Agreement, then this Agreement shall control the terms and obligations of the parties.

(Signature Page to Follow)

**SIGNATURE PAGE**

Except as amended herein, all other provisions of Contract No. C-134894 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment by their respective, duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Board of Public Works

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Board of Public Works

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

**Arakelian Enterprises, Inc. dba Crown Recycling Services**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*  
2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Adena Hopenstand  
Deputy City Attorney

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy City Clerk

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

City Business License Number (BTRC NO.): 0003003529-0001-3  
Internal Revenue Service Taxpayer Identification Number: 95-4313271  
Said Agreement is Number **C-134894** of City Contracts.

## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-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 **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.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

### **PSC-3. Time of Effectiveness**

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 **CONTRACTOR** by the person or persons authorized to bind **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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. 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 PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. 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 **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **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 **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **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.

#### **PSC-7. 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.

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **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, **CITY** may give **CONTRACTOR** written notice of the default. **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 **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **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 Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **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 **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, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **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 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, elderly 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 **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **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.
- 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **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 working days of the termination.

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **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.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**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 **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.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **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.

#### **PSC-16. Retention of Records, Audit and Reports**

**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 **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **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 **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **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, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **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.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **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 **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 **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 **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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.

#### **PSC-19. Intellectual Property Indemnification**

**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 **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 **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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.

#### **PSC-20. Intellectual Property Warranty**

**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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. 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, artwork, 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 **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **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. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**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 **CITY** irreparable harm. **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 **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

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



## **PSC-22. Data Protection**

- A. **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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages 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 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

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

#### **PSC-25. Warranty and Responsibility of Contractor**

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

#### **PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**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, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **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. **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.

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **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. **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. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

### **PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-34. First Source Hiring Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-35. Local Business Preference Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

### **PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **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."

### **PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the 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 **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](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**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. **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, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

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

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **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 **CITY** or as required by law. **CONTRACTOR** shall immediately notify **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.

#### **PSC-44. 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.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake



self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: #4)Arakelian Enterprises dba Crown recycling ServicesDate: 10/16/2024Agreement/Reference: \*Month To Month Amendment -Recycling and/or Disposal of Inert Materials...

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

Limits

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☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

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☒ **General Liability** City of LA is required to be named as an additional insured \$1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$2,000,000


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☐ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

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☐ **Pollution Liability** \_\_\_\_\_
☐ \_\_\_\_\_

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☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price


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☐ **Crime Insurance** \_\_\_\_\_

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**Other:** Sent to Martha Yniquez @ PW Bureau of Street Services
\*Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction DemolitionMaterialsC-134894

**THIRD AMENDMENT TO CONTRACT C-134895**

**BETWEEN**

**CITY OF LOS ANGELES**

**AND**

**USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT**

**FOR**

**Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris,  
Waste Debris, White Goods, Bulky Items, and Construction and Demolition  
Materials Generated by Bureau of Street Services (StreetsLA) Citywide  
Operations**

City of Los Angeles  
Department of Public Works



Bureau of Street Services  
<https://streetsla.lacity.org/>

Department of Public Works, Bureau of Street Services  
Keith Mozee, Executive Director and General Manager  
1149 S. Broadway Street, Suite 400  
Los Angeles, CA 90015

**THIRD AMENDMENT TO CONTRACT C-134895  
DISPOSAL OF INERT MATERIALS, MIXED INERT MATERIALS, MIXED DEBRIS, WASTE  
DEBRIS, WHITE GOODS, BULKY ITEMS, AND CONSTRUCTION AND DEMOLITION  
MATERIALS  
BETWEEN THE PUBLIC WORKS' BUREAU OF STREET SERVICES  
AND  
USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT**

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THIS THIRD AMENDMENT modifies the Professional Services Contract (Contract) to Contract C-134895, entered into between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), by the Department of Public Works, Bureau of Street Services (hereinafter referred to as "StreetsLA") and USA Waste of California, Inc. dba Waste Management (hereinafter referred to as "Contractor"), with reference to the following:

**RECITALS**

**WHEREAS**, the City selected Contractor for the "Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items, and Construction and Demolition Materials generated by StreetsLA Citywide Operations (hereinafter referred to as "Project")."

**WHEREAS**, the City and Contractor executed Contract C-134895, to implement the Project from January 1, 2020 through December 31, 2022.

**WHEREAS**, the First Amendment was executed with an effective date of January 1, 2023 to extend the term for one year plus a one-year renewal option; and

**WHEREAS**, the one-year option was exercised with an expiration date of December 31, 2024; and

**WHEREAS**, the Second Amendment was executed to adjust the scope of the Contractor's facilities and services; and

**WHEREAS**, the City has a continued need for contracting services for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials generated by StreetsLA; and

**WHEREAS**, the Contractor meets all the Federal State, and Local requirements to perform the criteria and requirements under the Contract; and

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

**WHEREAS**, the City now desires to enter into this Third Amendment to extend the term of the Contract on a monthly basis, not to exceed one-year; and

**WHEREAS**, the City and the Contractor have negotiated this Third Amendment in good faith; and

**WHEREAS**, this Third Amendment is necessary and proper to continue or complete City projects.

**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 Contract, the parties hereby agree as follows effective January 1, 2025:

# Revised Proposal

## BUREAU OF STREET SERVICES

**Recycling and/or Disposal of inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction and Demolition Materials**



In and for the  
**City of Los Angeles**  
**California**

TYPE OF CONTRACT: Cash

WORK ORDER NUMBER: Various

ESTIMATED TOTAL ANNUAL EXPENDITURES: \$13,000,000

Firm Name		
USA Waste of California, Inc. dba Waste Management		
Address		
9081 Tujunga Ave., Sun Valley, CA 92352		
Contact Person	Business Tax Registration Certificate (BTRC) No.	
Daryl Littenberg, Industrial Account Manager	0000383632-0001-7	
Telephone Number:	Fax Number:	
(310) 707-5144	(818) 252-3249	
Email Address:	Cell Number:	
dlittenb@wm.com	(310) 707-5144	
Contractor's License Number:	Classification:	Expiration Date:
N/A		

Section **13.0 TERMS OF CONTRACT** is hereby amended by deleting it in its entirety and replacing it with the following:

**13.0 TERMS OF CONTRACT**

The Contract will take effect on the date of the Notice to Proceed issued by the City, which was January 1, 2020, for a period of three years.

The City and the Contractor amended the term of the Contract by extending for a period of one year from January 1, 2023 to December 31, 2023. The City exercised the option to renew the Contract for one additional one-year period from January 1, 2024 to December 31, 2024 by providing Contractor with written notice of its intent to exercise the option at least thirty (30) days prior to December 31, 2023.

Effective January 1, 2025 this Contract shall be extended on a monthly basis, not to exceed one year.

The City may terminate this Contract, or any part thereof, for its convenience without penalty, upon providing the Contractor no less than 30 days written notice prior to the effective date of termination. The City has the right to cancel the Contract for cause at any time with written notice of termination. The City will pay for that portion of orders fulfilled or work performed through the termination date.

The City's obligation to pay any amount due hereunder for any of City's fiscal year(s) after the current fiscal year is contingent upon appropriation of funds for the purpose thereof. The City's fiscal year ends on June 30 of each calendar year. Accordingly, anything to the contrary notwithstanding, the City may terminate any contract and its future monetary obligations hereunder, effective as of the end of any fiscal year.

Section **18.0 STANDARD PROVISIONS FOR CITY CONTRACTS** is hereby amended by deleting it in its entirety and replacing it with the following:

**18.0 STANDARD PROVISIONS FOR CITY CONTRACTS**

The Contractor is required to comply with all requirements contained within the City's **Standard Provisions of City Contracts (Rev. 6/24) [v.1], (Attachment A)**, to the extent they are applicable to Contractor's services under this Agreement. If there is a conflict between this Agreement and the Standard Provisions applicable to this Agreement, then this Agreement shall control the terms and obligations of the parties.

(Signature Page to Follow)

**SIGNATURE PAGE**

Except as amended herein, all other provisions of Contract No. C-134895 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment by their respective, duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Board of Public Works

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Board of Public Works

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

**USA Waste of California, Inc. dba Waste Management**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*  
2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Adena Hopenstand  
Deputy City Attorney

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Deputy City Clerk

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

City Business License Number (BTRC NO.): 000038632-0001-7  
Internal Revenue Service Taxpayer Identification Number: 68-0306154  
Said Agreement is Number **C-134895** of City Contracts.



## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-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 **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.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

### **PSC-3. Time of Effectiveness**

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 **CONTRACTOR** by the person or persons authorized to bind **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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. 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 PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. 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 **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **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 **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **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.

#### **PSC-7. 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.

## **PSC-8. Suspension**

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

## **PSC-9. Termination**

### **A. Termination for Convenience**

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

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **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, **CITY** may give **CONTRACTOR** written notice of the default. **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 **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **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 Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **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 **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, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **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 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, elderly 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 **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **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.
- 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **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 working days of the termination.

#### **PSC-10. Independent Contractor**

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

#### **PSC-11. Contractor's Personnel**

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

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

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **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.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**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 **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.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **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.

#### **PSC-16. Retention of Records, Audit and Reports**

**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 **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **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 **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **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, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **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.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **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 **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 **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 **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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.

#### **PSC-19. Intellectual Property Indemnification**

**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 **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 **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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.

#### **PSC-20. Intellectual Property Warranty**

**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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. 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, artwork, 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 **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **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. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**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 **CITY** irreparable harm. **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 **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

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

## **PSC-22. Data Protection**

- A. **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”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages 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 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

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

#### **PSC-25. Warranty and Responsibility of Contractor**

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

#### **PSC-26. 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. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

#### **PSC-27. Child Support Assignment Orders**

**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, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

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

**PSC-29. Service Contractor Worker Retention Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **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. **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.

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **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. **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. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **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."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the 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 **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](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **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. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**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. **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, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

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

#### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **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 **CITY** or as required by law. **CONTRACTOR** shall immediately notify **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.

#### **PSC-44. 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.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: #5) USA Waste of California dba Waste ManagementDate: 10/16/2024Agreement/Reference: \*Month To Month Amendment -Recycling and/or Disposal of Inert Materials...

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

Limits

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☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

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☒ **General Liability** City of LA is required to be named as an additional insured \$1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☐ Fire Legal Liability \_\_\_\_\_☐ \_\_\_\_\_

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☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$2,000,000


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 \_\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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 \_\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

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 \_\_\_\_\_ **Pollution Liability** \_\_\_\_\_
☐ \_\_\_\_\_

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 \_\_\_\_\_ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price


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 \_\_\_\_\_ **Crime Insurance** \_\_\_\_\_

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**Other:** Sent to Martha Yniquez @ PW Bureau of Street Services
\*Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Items and Construction DemolitionMaterialsC-134895

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# Transmittal No. 3

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