

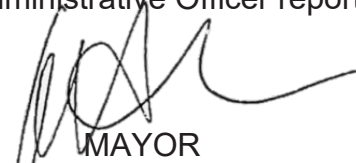
0150-09083-0003

T R A N S M I T T A L

TO The Council	DATE 06/08/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Proposed Amendment No. 5 with Responsible Biosolids Management
for the Beneficial Use, Loading, Hauling, and Transporting of Biosolids**

Approved and transmitted for processing.
See the City Administrative Officer report attached.


MAYOR
(Andre Herndon for)

MWS:JPQ:10220144t

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

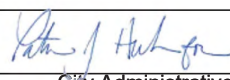
To: The Mayor	Date: 06-08-22	C.D. No. All	CAO File No.: 0150-09083-0003				
Contracting Department/Bureau: PW Bureau of Sanitation		Contact: Alan Tran, (310) 648-5995 Nancy Lantin, (213) 485-2158					
Reference: Transmittal from the Board of Public Works dated February 23, 2021.							
Purpose of Contract: To beneficially use, load, haul, and transport biosolids at the City of Los Angeles' Green Acres Farm.							
Type of Contract: () New contract (X) Amendment		Contract Term Dates: Three years with one three-year renewal option					
Contract/Amendment Amount: \$57,699,357							
Proposed amount \$57,699,357 + Prior award(s) \$179,569,000 = Total \$237,268,357							
Source of funds: Sewer Construction and Maintenance Fund							
Name of Contractor: Responsible Biosolids Management							
Address: P.O. Box 40109, Santa Barbara, CA 93140							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the President or two members of the Board of Public Works to execute the proposed amendment with Responsible Biosolids Management for the beneficial use, loading, hauling, and transporting of biosolids at the City-owned Green Acres Farm for a term of three years with one three-year renewal option for a total term of six years and a cost not-to-exceed \$57,699,357, subject to approval by the City Attorney and compliance with the City's contracting requirements.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute the proposed Amendment No. 5 (Amendment) to Contract No. 94375 with Responsible Biosolids Management (RBM) for the beneficial use, loading, hauling, and transporting of biosolids at the City-owned Green Acres Farm (Farm) in Kern County, CA. The Amendment will extend the term for three years with one three-year renewal option for a total term of six years and increases the cost ceiling by \$57,699,357 for a total cost of \$237,268,357. The current contract will expire on November 14, 2022.

Jessica Quach			
JPQ	Analyst	10220144	City Administrative Officer

The City currently produces 750 wet tons per day of Class A “Exceptional Quality” biosolids, which are a byproduct of the wastewater treatment process, at the Hyperion Water Reclamation Plant (HWRP) and the Terminal Island Water Reclamation Plant (TIWRP). In 2000, the City purchased farmland as a place to use the biosolids. Biosolids are rich in nutrients and are used as a soil amendment for crops such as alfalfa, sudan grass, milo, corn, and wheat that are grown at the Farm. Crops grown and sold from the Farm are not meant for human consumption.

The initial contract with RBM was executed on October 28, 1996 for a period of three years and a \$6.84 million contract ceiling (C.F. 10-1636). On October 29, 1999, the City executed Amendment No. 1 which extended the contract for an additional three years and increased the cost ceiling to \$20 million (C. F. 99-1728). On September 2000, the City executed Amendment No. 2 which extended the contract for an additional ten years and increased the contract ceiling to \$74.6 million (C. F. 99-2107). On September 17, 2010, the Board of Public Works authorized the continuation of the contract on a month-to-month basis and increased the ceiling to \$81.1 million for a period not to exceed six months until Amendment No. 3 could be completed. The Board of Public Works authorized a second month-to-month extension on March 16, 2011 for a period not to exceed six months and increased the ceiling to \$84.1 million. On September 27, 2011, the City executed Amendment No. 3, which extended the contract for three years with a one-year renewal option for a maximum of four years and increased the cost ceiling to \$108.7 million (C. F. 10-1636-S1). On October 31, 2014, the City executed Amendment No. 4 which extended the contract for an additional eight years and increased the ceiling to \$17.9 million (C. F. 14-1314). The proposed Amendment will allow the Bureau sufficient time to distribute a Request for Proposals and negotiate a new contract for these services.

The scope of services provided will not change. Under the terms of the original agreement, RBM will continue to load, transport and haul biosolids from HWRP and TIWRP to the Farm for beneficial use. The proposed Amendment will increase the compensation for services including hauling and transporting biosolids from HWRP and TIWRP, mileage, and fee adjustments. The cost to transport and haul biosolids from HWRP will increase from \$31.47-\$42.81 per wet ton to \$36.52-\$49.67 per wet ton depending on the tonnage transported per day. The cost to haul and transport biosolids from TIWRP is the same as the proposed cost from HWRP plus an additional \$5.87 per wet ton. Mileage will increase from \$87.12 per hour to \$101.09 per hour for 0-99 miles traveled and from \$4.01 per hour to \$4.64 per hour for mileage over 100 miles. In addition to changes in compensation, the proposed Amendment includes updates to City provisions including the COVID-19 vaccination requirement.

On June 11, 2013, in accordance with Charter Section 1022, the Personnel Department determined that City forces do not have the expertise to perform the work required. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term of the contract exceeds three years.

FISCAL IMPACT STATEMENT

There is no additional General Fund impact. Funding is to be provided by the Sewer Construction and Maintenance Fund. The Amendment contains a Financial Liability Clause which limits the City's annual financial obligation to the amount approved in the corresponding year's budget.

FINANCIAL POLICIES STATEMENT

The recommendations in this report complies with the City's financial policies as expenditures of special funds are limited to the mandates of the funding source.

MWS:JPQ:10220144

Attachment

C-94375-5

**AMENDMENT NO. 5 TO
AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND RESPONSIBLE BIOSOLIDS MANAGEMENT, INC., FOR THE LOADING,
TRANSPORTING AND BENEFICIAL USE OF THE CITY BIOSOLIDS**

**INDEX TO
 AGREEMENT BETWEEN THE CITY OF LOS ANGELES
 AND RESPONSIBLE BIOSOLIDS MANAGEMENT, INC., FOR THE LOADING,
 TRANSPORTING, AND BENEFICIAL USE OF CITY BIOSOLIDS
 (AMENDMENT NO. 5 TO CONTRACT C-94375)**

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**AMENDMENT NO. 5 TO AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND RBM
FOR THE LOADING, TRANSPORTING
AND BENEFICIAL USE OF CITY BIOSOLIDS**

This Amendment No. 5 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as "CITY") and RESPONSIBLE BIOSOLIDS MANAGEMENT, INC. (hereinafter referred to as "RBM"); is set forth as follows:

WITNESSETH

WHEREAS, CITY currently produces approximately 665 wet tons per day of Class A "Exceptional Quality" (Class A "EQ") BIOSOLIDS at Hyperion Water Reclamation Plant (HWRP) and Terminal Island Water Reclamation Plant (TIWRP); and

WHEREAS, CITY's BIOSOLIDS meet U.S. Environmental Protection Agency's regulations and state guidelines for composting and land application; and

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

WHEREAS, CITY owns the Green Acres Farm (FARM), described as the 4,688 acres of land adjacent to Interstate 5 just south of Taft Highway in Bakersfield, California; and

WHEREAS, RBM and the CITY have agreed through the term of this Agreement that RBM shall have the exclusive right to deliver and apply BIOSOLIDS to the FARM; and

WHEREAS, CITY and RBM entered into an Agreement (Contract C-94375) for BIOSOLIDS loading, transporting, and beneficial use activities on October 28, 1996; and

WHEREAS, RBM's original contract was amended on October 29, 1999 to renew the contract for three (3) years with an additional three (3)-year renewal option; and

WHEREAS, RBM assisted the CITY in the purchase of the FARM property on February 21, 2000; and

WHEREAS, on September 19, 2000, the CITY executed Amendment No. 2 to Contract C-94375 to extend the contract term for ten (10) years; and

WHEREAS, RBM willingly participated in the past legal challenge to overturn Measure "E", which intended to ban the land application of BIOSOLIDS in Kern County; and

WHEREAS, RBM has lobbied against efforts in Sacramento to alter existing law that would allow Counties and Cities to ban land application of BIOSOLIDS at their sole discretion; and

WHEREAS, in September of 2011, the City Administration Office (CAO) requested a 10% per ton reduction in the current price charged by RBM for loading, transporting and beneficially using BIOSOLIDS at the FARM. RBM agreed to provide the discount to the CITY for the year as requested; and

WHEREAS, on November 15, 2011, the CITY executed Amendment No. 3 to Contract C-94375 to extend the contract term for three (3) years with an additional one (1)-year renewal option; and

WHEREAS, RBM has complied with the CITY's MBE/WBE/OBE subcontractor outreach program; and

WHEREAS, RBM has remained as the lowest cost alternative to the CITY in their ability to beneficially use BIOSOLIDS; and

WHEREAS, on November 15, 2014, the CITY executed Amendment No. 4 to Contract C-94375 to extend the contract for additional five (5) years with one (1), 3-year renewal option; and

WHEREAS, RBM has successfully and continuously land-applied BIOSOLIDS as soil fertilizer/amendment to grow agricultural products at the FARM from 1996 to present; and

WHEREAS, the CITY has a continued need for BIOSOLIDS transporting services; and

WHEREAS, RBM has provided satisfactory service to the CITY thus far and has complied with all federal, state, and local regulatory and contractual requirements; and

WHEREAS, this AGREEMENT is for three (3) years with one (1), 3-year renewal option, and the total ceiling cost for this entire AGREEMENT is approximately \$237,268,357; and

WHEREAS, the CITY desires to retain RBM to provide the required loading, transporting, and beneficial use services of the CITY's BIOSOLIDS.

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

ARTICLE 1 – CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

No change in this Article.

ARTICLE 2 – DEFINITIONS

Add the following definition in this Article to read as follows:

HWRP or HTP	Hyperion Water Reclamation Plant (HWRP) or Hyperion Treatment Plant (HTP) owned and operated by the City of Los Angeles
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ARTICLE 3 – PROJECT DESCRIPTION

No change in this Article.

ARTICLE 4 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY RBM

No change in this Article.

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

No change in this Article.

ARTICLE 6 – SUSPENSION AND TERMINATION

No change in this Article.

ARTICLE 7 – SUBCONTRACTORS

No change in this Article.

ARTICLE 8 – COMPENSATION, INVOICING AND PAYMENT

Modify Subarticle 8.2 to read as follows:

8.2 RBM agrees that the cost to the CITY for loading, transporting, and beneficial use services of BIOSOLIDS shall be based on the average bimonthly tonnage, which is determined by the bimonthly total tonnage divided by the number of days of the pay period. The November 2020 cost is as follows:

Table A: Hauling and Tipping Fee from HWRP to FARM

WTPD	\$/wt	WTPD	\$/wt
300	\$49.67	475	\$42.59
325	\$48.68	500	\$41.57
350	\$47.65	525	\$40.58
375	\$46.64	550	\$39.56
400	\$45.65	575	\$38.55
425	\$44.61	600	\$37.52
450	\$43.62	625	\$36.52

*wt = wet ton

The cost for transporting BIOSOLIDS from TIWRP to the FARM will be the same as from HWRP plus an additional \$5.87 per wet ton.

For any bi-monthly billing period that does not meet the minimum average daily tonnage of 300 WTPD going to the FARM, the price is \$59.47 per ton for transporting BIOSOLIDS

from HWRP, and the price is \$65.34 for transporting BIOSOLIDS from TIWRP. This applies only to a temporary reduction of less than the 300 WTPD minimum for a period of 30 days or less and not more often than one billing period in any calendar year unless the loss of BIOSOLIDS production is beyond the CITY's control.

During any bi-monthly billing period that CITY uses RBM for biosolids loading and hauling as described in Article 8.2.3, in an amount exceeding 50 WTPD, the CITY shall be billed at the next lowest \$/wt rate for all loads processed at the FARM by RBM.

The tipping fee for biosolids received via CITY vehicles at the FARM is \$17.43 per ton. The fee will be adjusted annually in accordance with the contract.

All rates in ARTICLE 8, with the exception of regulatory increases shown in 8.2.7 for hauling and land application, shall be adjusted on November 15, 2022 for the first year of this Amendment based on the Consumer Price Index (CPI-U) with a cap of 5% each year. After the first year of this Amendment, the rates will be adjusted yearly for the succeeding anniversary date (November 15), which will reflect the cumulative changes in the CPI-U.

8.2.1 No change to this Subarticle

8.2.2 No change to this Subarticle.

8.2.3 No change to this Subarticle.

Modify Subarticle 8.2.4 to read as follows:

8.2.4 CITY pays RBM for services rendered under Section 4.3.2 as follows:
From 0 to 99 Miles \$101.09 per hour
Over 100 Miles \$4.64 per mile plus the fuel surcharge shown in 8.5.3.

Mileage (for computation) is determined as the distance from the respective wastewater treatment plant, (either HWRP or TIWRP), to the designated site, one way.

Modify Subarticle 8.2.5 to read as follows:

8.2.5 RBM agrees that the cost of the CITY, as specified in 8.2 and 8.2.1 is increased by \$3.08 per ton during periods of inclement weather if the trucks hauling the CITY's BIOSOLIDS must be towed into or out of the fields on the FARM or OTHER SITES.

Modify Subarticle 8.2.6 to read as follows:

8.2.6 The CITY has requested discounts in the current rate charged by RBM for loading, transporting and beneficially using BIOSOLIDS at the FARM. RBM will offer the

CITY discounts on its rate per ton based on the bi monthly billing period as set forth in the Table A as follows:

349 wt/day or less – no discount
350 wt/day – 399 wt/day – 1.5% discount
400 wt/day – 424 wt/day – 4% discount
425 wt/day – 449 wt/day – 1.5% discount
450 wt/day and above – no discount

Add Subarticle 8.2.7 to read as follows:

8.2.7 Additional fee adjustment of \$0.71 per ton for Environmental Protection Agency (EPA) Trucking Regulations shall be effective for the remaining term of this Amendment.

Additional fee adjustment of \$0.54 per ton for EPA/California Air Resources Board (CARB) requirements shall be effective for the remaining term of this Amendment.

Additional fee adjustment of \$0.31 per ton for the California State AB 1522 Healthy Workplaces, Healthy Families Act of 2014 shall be effective for the remaining term of this Amendment.

Additional fee adjustment of \$0.80 per ton for the California State AB 1513 Compensation for Non-Productive Time shall be effective for the remaining term of this Amendment.

8.4 ADJUSTMENT TO PAYMENT

Modify Subarticle 8.4.3 to read as follows:

8.4.3 The cost-per-ton specified in Sections 8.2 through 8.2.5 of this Article shall be adjusted on November 15, 2021 and November 15, 2022, for the first year of this amendment based on the Consumer Price Index (CPI-U) with a cap of 5% each year, and on each or any anniversary of the contract execution date (November 15), to reflect the cumulative changes in the Consumer Price Index (CPI-U).

The cost-per-ton specified in Sections 8.2 through 8.2.5 of this Article will be calculated as specified herein subject to the CITY's discretion under 8.4.1 and 8.4.2. The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. of the Los Angeles-Long Beach-Anaheim, CA area. The CPI currently listed at <http://www.bls.gov/ro9/pachist.htm>.

On each anniversary, the cost-per-ton specified in 8.2 through 8.2.5 shall be adjusted in accordance with the inflation factor as follows:

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

Where:
IN = the annual inflation factor
CPI-U1 = the published CPI-U as of the adjustment date
CPI-UB = the published CPI-U as of the Amendment’s execution date

Modify Subarticle 8.8 to read as follows:

8.8 The cost ceiling for all the fees and services identified in the Agreement, Amendment No. 1, Amendment No.2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is \$237,268,357.

ARTICLE 9 – CHANGES OR MODIFICATIONS

No change in this Article.

ARTICLE 10 – INSURANCE AND BONDS

No change in this Article.

ARTICLE 11 – INDEMNIFICATION

No change to this Article.

ARTICLE 12 – INDEPENDENT CONTRACTORS

No change in this Article.

ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF RBM

No change in this Article.

ARTICLE 14 – NON-DISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PROGRAM

Modify this Article to read as follows:

ARTICLE 14 - 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. RBM 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, RBM 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 RBM for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 15 – MINORITY AND WOMEN BUSINESS OUTREACH PROGRAM

No change to this Article.

ARTICLE 16 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

No change in this Article.

ARTICLE 17 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

No change in this Article.

ARTICLE 18 – TERM OF AGREEMENT

Modify this Article to read as follows:

This AGREEMENT shall be for one (1) term of three (3) years with one (1), three (3)-year renewal option, to be exercised at the CITY's sole discretion. The AGREEMENT shall be effective on November 15, 2022 or upon execution of by all parties hereto, whichever is later.

ARTICLE 19 – FORCE MAJEURE

Modify this Article to read as follows:

ARTICLE 19 – 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 RBM shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both RBM and Subcontractor, and without any fault or negligence of either of them. In such case, RBM 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 RBM to perform timely. As used in this CONTRACT, the term "Subcontractor" means a subcontractor at any tier.

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

ARTICLE 20 – TIME OF EFFECTIVENESS

No change in this Article.

ARTICLE 21 – DISPUTE

No change in this Article.

ARTICLE 22 – INTEGRATED AGREEMENT

No change in this Article.

ARTICLE 23 – APPLICABLE LAW, INTERPRETATION, ENFORCEMENT AND SEVERABILITY; SUCCESSORS AND ASSIGNS

No change in this Article.

ARTICLE 24 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

No change in this Article.

ARTICLE 25 – TECHNICAL REVIEW AND ADVICE COMMITTEE

No change in this Article.

ARTICLE 26 – PROTECTION OF TRADE NAME PRODUCTS

No change in this Article.

ARTICLE 27 – CLAIMS FOR LABOR AND MATERIALS

Modify this Article to read as follows:

RBM 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 RBM hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 28 – CHILD SUPPORT ASSIGNMENT ORDERS

No change in this Article.

ARTICLE 29 – LIVING WAGE ORDINANCE (LWO)/SERVICE CONTRACT WORKER RETENTION ORDINANCE (SCWRO)

Modify this Article to read as follows:

ARTICLE 29 - LIVING WAGE ORDINANCE & WORKER RETENTION ORDINANCE

RBM is exempt from the CITY LWO/WRO

ARTICLE 30 – BURMA (MYANMAR) POLICY

Modify this Article to read as follows:

ARTICLE 30 (DELETED)

This article intentionally left blank.

ARTICLE 31 – EQUAL BENEFITS ORDINANCE

No change in this Article.

ARTICLE 32 - CONTRACTOR RESPONSIBILITY ORDINANCE

No change in this Article.

ARTICLE 33 - BREACH

No change in this Article.

ARTICLE 34 - DISCOUNT TERMS

No change in this Article.

ARTICLE 35 - MUNICIPAL LOBBYING ORDINANCE

No change in this Article.

ARTICLE 36 - SLAVERY DISCLOSURE ORDINANCE

No change in this Article.

ARTICLE 37 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

No change in this Article.

ARTICLE 38 - KEY CONTRACTOR PERSONNEL

No change in this Article.

ARTICLE 39 – WAIVER

No change in this Article.

ARTICLE 40 – AMERICANS WITH DISABILITIES ACT

Modify this Article to read as follows:

ARTICLE 40 - ACCESS AND ACCOMMODATIONS

RBM represents and certifies that:

- A. RBM 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. RBM 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. RBM 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.

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

ARTICLE 41 – ENTIRE CONTRACT

No change in this Article.

ARTICLE 42 – PERMITS

No change in this Article.

ARTICLE 43 – MAINTENANCE OF RECORDS

No change in this Article.

ARTICLE 44 – FALSE CLAIMS ACT

No change in this Article.

ARTICLE 45 - FIRST SOURCE HIRING ORDINANCE

No change in this Article.

ARTICLE 46 - COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING

Modify this Article to read as follows:

ARTICLE 46 - 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, RBM, RBM'S principals, and RBM'S Subcontractors expected to receive at least \$100,000 for performance under this CONTRACT, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles 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, RBM, subject to Charter Section 470(c)(12), is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any contractor subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

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

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

ARTICLE 47 - IRAN CONTRACTING ACT OF 2010

No change in this Article.

(Add) ARTICLE 48 - CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

RBM 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 RBM for work to be performed under this CONTRACT must include an identical provision.

(Add) ARTICLE 49 – CONFIDENTIALITY

All documents, information, and materials provided to RBM by CITY or developed by RBM pursuant to this CONTRACT (collectively “Confidential Information”) are confidential. RBM 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. RBM 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.

Notwithstanding Article 49, RBM cannot be held in breach for disclosing CONFIDENTIAL INFORMATION if such disclosure is to comply with any Federal, State, and Local law regarding the land application of biosolids, farming, and protection of water quality.

(Add) ARTICLE 50 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

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

(Add) ARTICLE 51 – COVID VACCINATION REQUIRMENTS

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

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

FOR THE CITY OF LOS ANGELES
APPROVED AND AGREED TO:

FOR RBM
APPROVED AND AGREED TO:

BY _____
Board of Public Works

BY _____
JON COFFIN, President
Responsible Biosolids Management, Inc

BY _____
Board of Public Works

Date: _____

Date: _____

APPROVED AS TO FORM:
MIKE FEUER, City Attorney

BY _____
ADENA HOPENSTAND
Deputy City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

Date: _____

BY _____
Deputy City Clerk

Date: _____

Attachment 1

EMS CONTRACTOR REQUIREMENT

Attachment 1
EMS REQUIREMENTS FOR BIOSOLIDS CONTRACTORS

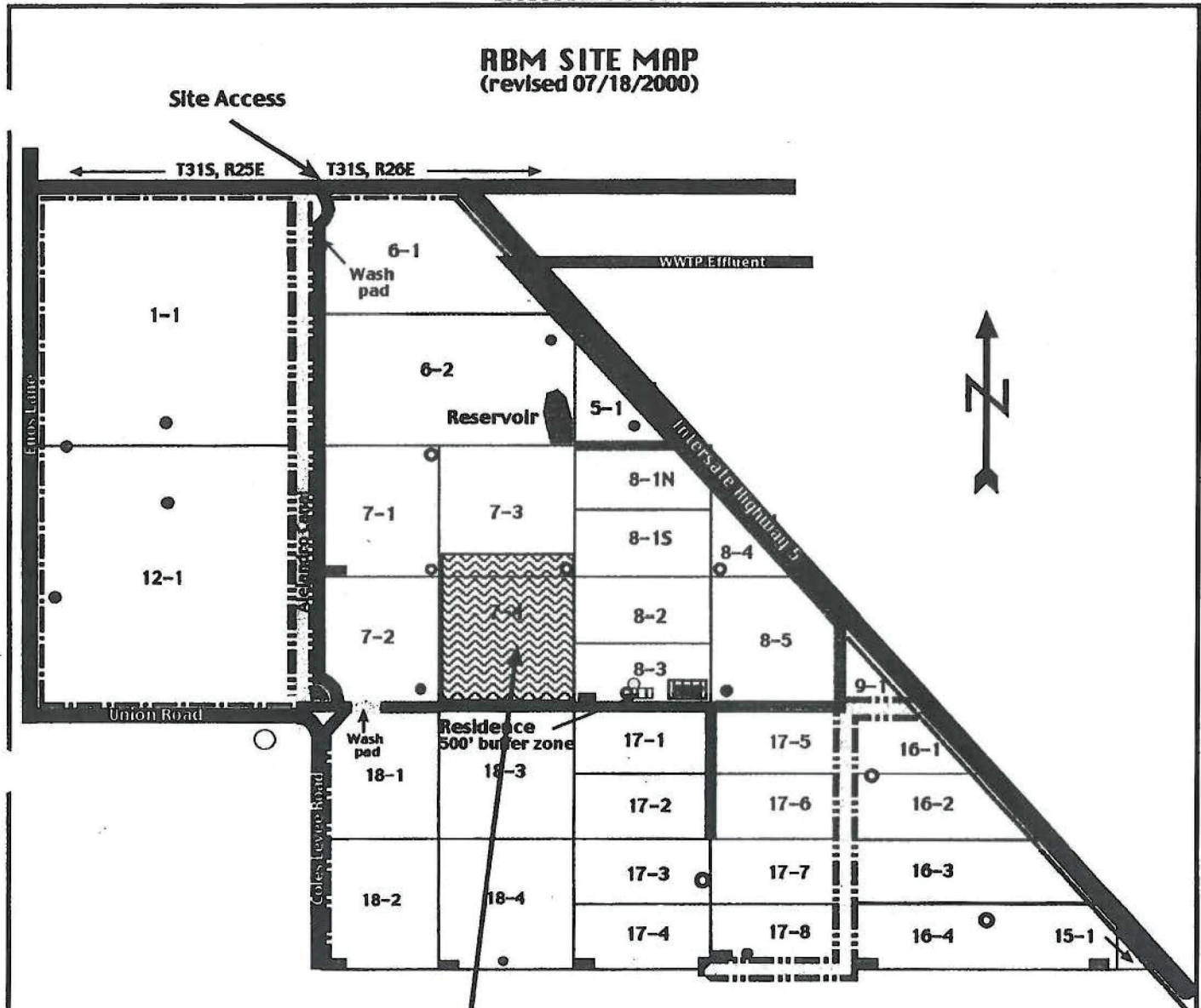
EMS element #	Contractor Requirement	Procedures or documents required
2	Copies of City's BIOSOLIDS Policy Statement	
4	Copies of all legal and other requirements <ul style="list-style-type: none"> ▪ Part 503 requirements ▪ State and Regional Boards General Order requirements ▪ Contract AGREEMENT requirements with City of Los Angeles ▪ CWEA Manual of Good Practice Requirements for Land Application of BIOSOLIDS 	Permits, General Order Permits, County permits, contract AGREEMENTs with farmers, City's contract AGREEMENTs for hauling, and land application
5	<ul style="list-style-type: none"> ▪ Copies of City's goals and objectives for the BIOSOLIDS program ▪ Contractor's goals and objectives for land application site 	<ul style="list-style-type: none"> ▪ Farm management plan ▪ Goals established by contractor for land application and farming sites
6	<ul style="list-style-type: none"> ▪ Copy of the City's public participation program and plan ▪ Contractor's public participation program and plan 	<ul style="list-style-type: none"> ▪ Copies of contractor's brochures and flyers ▪ Statement from contractor concerning public relations, which should include contact person and their number
7	Organizational chart from contractor, identifying roles and responsibilities from hauling to land application to farming	Contractor structure, which includes roles and responsibilities for hauling, land application and farming
8	Training program that addresses the requirements of the EMS	Contractor needs to develop a training program for the EMS and provide schedule to implement training for necessary personnel
9	Identify the contractor roles and responsibilities in the communication program	Develop a plan that addresses communication levels, from the contractor to City, city to contractor, and contractor to public
10	Verify that contractor has procedures that address the items listed: <ul style="list-style-type: none"> ▪ Truck loading procedures ▪ Land application procedures ▪ Site inspection procedures ▪ Monitoring procedures ▪ Communication procedures (included in element 9) ▪ Permitting procedures and protocol 	Obtain copies of all the procedures from the contractor. If procedures do not exist, have procedures developed

11	Copies of emergency preparedness and response procedures which include spill response, natural disasters, wet weather, etc.	Obtain copies from contractor. If procedures do not exist, have procedures developed
12	Obtain copies of all documents supporting the EMS and place on internal communication database	Identify documents that contractor have supporting EMS and develop a procedure to have contractor submit current and revised documents to City's EMS internal communication database
13	Obtain documents and procedures supporting monitoring and measurement results for legal and other requirements	See comments under element 4
15	Obtain an annual summary of BIOSOLIDS operations from contractor	Annual reports required for legal and other requirements
16	Statement concerning participation in the internal and third party audits. Develop action plan if non-conformances are identified	Review documents, conduct site visits, interview staff, and address non-conformances identified

Attachment 2
COMPOSTING SITE MAP

Exhibit A

RBM SITE MAP (revised 07/18/2000)



**Designated Compost Facility
(200 acres)**

KEY:

- Irrigation Canal
- Agency Canal
100' buffer zone
- Public Road
50' buffer zone
- Improved Road
- Monitoring Well
- Domestic Well
500' buffer zone
- Irrigation Well
50' buffer zone
- Tailwater Sump
- Residence

scale: 1 in. = 1/2 mile

Site Access: Hwy I-5 north to State Hwy 119, west 3/4 mile to flagged entrance on left side of Hwy. See arrow above.

Attachment 3

RBM LIST OF EQUIPMENT AND FARM LABOR

List of RBM's manpower in this AGREEMENT

1 – Operation Manager

1 – Assistant Operations Manager

4 – Farm Workers

1 – Relief Worker

RBM's Equipments				
	TRACTOR	FRONT LOADER	Water Wagon	Water Truck
Equipment Manufacturer	Catter Pillar	Catter Pillar	Clark	Freight Liner
Engine Manufacturer	Catter Pillar	Catter Pillar	Clark	Freight Liner
Engine Model year	2004	2007	1975	2007
The Load, Hp	350	150	700	300
Daily Operating (hour/day)	8-10	8-10	8-10	8-10
Daily Operating (Days/Week)	7	7	7	7
Daily Operating (Day/Year)	365	365	365	365

RBM also has the following implements

- 1 16 ft. stubbling disc manufactured by Damores
- 2 24 ft. landleveler
- 3 8 bottom plow by Harrow

Attachment 4

CONTRACTOR RESPONSIBILITY ORDINANCE

Contractor Responsibility Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). Bidders/Proposers shall refer to Appendix/Attachment ____, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their proposal, the Responsibility Questionnaire included in the Appendix/Attachment. Failure to return the completed Questionnaire may result in a Bidder/Proposer being deemed non-responsive.

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: C94375

RFB/RFQ/RFP # (if any):

Date RFB/RFQ/RFP Released:

Procuring Dept.: SANITATION

Mail Stop #: 520

Name of Dept. Contact: ENRIQUE ZALDIVAR

Phone: (213) 485-2210

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: RESPONSIBLE BIOSOLIDS MANAGEMENT INC

Company Address: PO BOX 40109

City: SANTA BARBARA

State: CA

Zip: 93140

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 4/14/10.

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and Service Contracts

Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature *Seffy Wiles* Date 4/14/10

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: SERVICES FOR THE LOADING, TRANSPORTING AND BENEFICIAL USE OF CITY BIOSOLIDS / C - 94375-3
RFB/RFO/RFP # (if any): N/A Date RFB/RFO/RFP Released: N/A
Procuring Dept.: PUBLIC WORKS / BUREAU OF SANITATION Mail Stop #: 535
Name of Dept. Contact: ALAN TRAN Phone: 310-648-5995

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: RESPONSIBLE BIOSOLIDS MANAGEMENT, INC
Company Address: P.O. BOX 40109
City: SANTA BARBARA State: CA Zip: 93140

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY - VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) _____.

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and Service Contracts
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature _____ Date _____

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Board of Public Works/Bureau of Sanitation Enrique Zaldivar
City Department/Division Awarding Contract City Contact Person Phone

Contract No. C-94375
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

RESPONSIBLE Biosolids Management, Inc.
Bidder/Proposer Business Name

P.O. Box 40109 Santa Barbara CA 93140
Street Address City State Zip

JON COFFIN, PRESIDENT (805) 962-5927 (805) 962-5976
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

JON COFFIN, PRESIDENT [Signature] 3/18/10
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: 3 / 20 / 1995 State of incorporation: CALIFORNIA

List the corporation's current officers.

President JONATHAN COFFIN

Vice President STEPHEN STOCKTON

Secretary STEPHEN STOCKTON

Treasurer JONATHAN COFFIN

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

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

JONATHAN COFFIN 50%

STEPHEN STOCKTON 50%

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

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

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

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

Sole Proprietorship: Date started: ___/___/___

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

Joint Venture: Date formed: ___/___/___

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

Yes No

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

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

Yes No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 18 Years

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

Yes No

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

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

Yes No

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

Yes No

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

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

Yes No

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

G. COMPLIANCE

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

Yes No

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

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

Yes No

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

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

Yes No

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

H. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

JON COFFIN, PRESIDENT
Print Name, Title

[Signature]
Signature

3/18/10
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

4. RBM, Inc.
P.O. Box 40109
SANTA BARBARA, CA
93140-0109

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed (i.e., include the number of the question for which you are submitting additional information). Information submitted on this Attachment of response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.
DEPARTMENT OF PUBLIC WORKS, BUREAU OF SANITATION
FOR THE LOADING AND BENEFICIAL USE OF THE CITY
BIOSOLIDS
(AMENDMENT No. 2 TO CONTRACT C-94375)

COST: \$77,448,550

10/28/96 – 9/21/10

Attachment 5

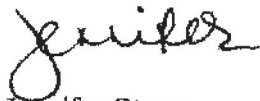
**BUSINESS TAX REGISTRATION CERTIFICATE
ORDINANCE**

RBM is exempt from the City Business Tax.

DATE: March 25, 2010 **# OF PAGES** 6
(including this sheet)
TO: Mr. Ernesto Libunao
COMPANY: Hyperion WWTP
PHONE: 310-648-5319 **FAX:** 310-648-5070
MESSAGE: Dear Ernesto,

Please give me a call if you have any questions.

Best Regards,



FROM: Jennifer Stowe

COMPANY: RBM, INC.

PHONE: (805) 962-5927 **FAX:** (805) 962-5976 **E-MAIL:** jshriver2@aol.com

If there is difficulty with this transmission please call: (805) 962-5927

ARTICLE 24 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE

RBM is exempt from the City Business Tax. If at any time RBM is no longer exempt from the City Business Tax, RBM shall obtain the Business Tax Registration Certificate(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). RBM shall maintain, or obtain as necessary, all such certificates required of it under said Ordinance and shall not allow any such certificate to be revoked or suspended.

ARTICLE 25 - TECHNICAL REVIEW AND ADVICE COMMITTEE

- 25.1 The CITY OF LOS ANGELES plans to organize a Technical Review and Advice Committee (TRAC) composed of persons knowledgeable in the field of soil science and agronomy. The purpose of TRAC will be to review guidelines proposed for the RBM Project, advise the CITY on appropriate composting and land application practices, review engineering aspects of the project, review data developed from the project and make recommendations on appropriate changes to composting and land application practices, and provide technical and scientific support to the CITY for the duration of the project.
- 25.2 The CITY reserves the right to request changes in the composting or land application guidelines or other aspects of the project based on recommendations of its staff and/or TRAC. It is expected that such changes will be mutually agreeable to RBM and their scientific advisors, and such changes will be consistent with existing guidelines, regulations and management practices in effect elsewhere. However, the CITY reserves the right to terminate this Agreement as detailed in Section 6.1. if, in the opinion of its staff, the guidelines and practices in use by RBM, or others associated with the project, are not

CITY OF LOS ANGELES
CALIFORNIA

J. MICHAEL CAREY
CITY CLERK
—
PAT HEALY
EXECUTIVE OFFICER



RICHARD J. RIORDAN
MAYOR

OFFICE OF THE
CITY CLERK
ROOM 607, CITY HALL EAST
LOS ANGELES, CA 90012
(213) 485-5708
FAX (213) 473-5212

May 26, 1998

Dear City of Los Angeles Taxpayer:

RE: SECTION 21.195 OF THE LOS ANGELES MUNICIPAL CODE

The Los Angeles City Attorney's Office recently advised the City Clerk that State legislation (AB1683), which became effective September 1996, preempts the City of Los Angeles from imposing a business tax upon persons who are engaged in business as a **for-hire motor carrier of property** and required to pay a fee to the State of California, under the Household Goods Carriers Uniform Business License Tax Act or the Motor Carriers of Property Uniform Permit Fee Act. Persons who are required to remit a fee to the State under these Acts were generally required to remit a business tax to the City under Section 21.195 (Trucking and Hauling) of the Los Angeles Municipal Code. In order to comply with the State legislation, the City Clerk's Office has cancelled all active business tax certificates under Section 21.195 of the Los Angeles Municipal Code. Any business tax obligations you may have under other classifications of the code are not affected by this action.

The City Attorney is also currently reviewing AB 1683 to determine if other business activities are impacted by this legislation. You may obtain and/or file a Claim for Refund form with any of the City Clerk's Offices shown below. Section 21.07 (Refunds of Overpayments) of the Los Angeles Municipal Code states that a claim for refund must be filed within one (1) year of the claimed date of overpayment. In order to expedite your claim for refund, you **must** provide your Household Goods Carriers Uniform Business License Number or Motor Carrier of Property (MCP) Permit Number with a brief explanation in the appropriate space on the Claim For Refund form.

If you are **not** required to remit a fee to the State, please contact one of the City Clerk's Offices listed below for information to reinstate your business tax certificate.

Sincerely,

J. Michael Carey
J. MICHAEL CAREY
City Clerk

Main Office	111 N. Hope Street	Lobby-Rm L68	PHONE: (213) 626-9271	Open Mon. Thru Fri. 8 AM to 5 PM
Water and Power Building	14401 Erwin Street Mall		PHONE: (818) 756-8531	Open Mon. Thru Fri. 8 AM to 5 PM
Van Nuys Civic Center	1828 Sawtelle Blvd.	Rm. 102	PHONE: (310) 575-8888	Open Mon. Thru Fri. 8 AM to 5 PM
West Los Angeles	6501 Fountain Ave.		PHONE: (213) 485-3935	Open Mon. Thru Fri. 8 AM to 5 PM
Hollywood	350 W. 5th Street	Rm. 208	PHONE: (310) 548-7646	Open Mon, Wed, Fri. 8 AM to 12 Noon 1 PM to 4:30 PM
San Pedro				
Westchester Municipal Building	7166 W. Manchester Ave	Rm. 9	PHONE: (310) 670-3080	Open Tues., Thurs. 8 AM to 12 Noon 1 PM to 4:30 PM
Watts Civic Center Building	10221 Compton Ave.	Rm. 202	PHONE: (213) 473-5109	Open Tues., Thurs. 1 PM to 4:30 PM

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste



From: Leiya Cortez <Leiya.Cortez@lacity.org>

To: Lisette Orilla <Lisette.Orilla@lacity.org>

Cc: jshriver2@aol.com; Claude Gonzales <Claude.Gonzales@lacity.org>; Maribel Gomez <Maribel.Gomez@lacity.org>; Teresa Kyu Li <Teresa.Kyu.Li@lacity.org>

Subject: CO0094375M

Date: Thu, Aug 13, 2009 9:20 am

Hi Lisette and Maribel,

You can now resubmit your PO just make sure that you put BTRC# is 2457300 on the comment field and the VEND reflects the new BTRC.

Thank you and kind regards,

Leiya Cortez
Funds & Appropriations Unit

>>> Lisette Orilla 8/13/2009 8:42 AM >>>

Thank you!

>>> Deborah Slaughter 8/13/2009 8:26 AM >>>

Hi Lisette,

The previous email is sufficient.

Deborah

>>> Lisette Orilla 08/13/2009 8:20 AM >>>

Hi Deborah,

Will RBM need to submit anything else or will your last e-mail message below serve as sufficient verification that RBM is now exempt?

Thanks,
Lisette

>>> Deborah Slaughter 8/13/2009 8:07 AM >>>

Hi Lisette,

Based on this information, RBM will receive the exemption because they physically do not come into the city but the subcontractors will be liable for taxation.

Deborah

>>> Lisette Orilla 08/11/2009 8:37 AM >>>

Hi Deborah,

The vendor RBM has subcontractors to haul the biosolids from the City's Wastewater Treatment Plants to the City Farm in Kern County. They operate more than 7 days per calendar year. (Please see attachment for sample invoice from 7/1/09-7/15/09.) RBM put N/A on the form since the trucks do not belong to them and the motor carrier permit and/or carrier license belong to the subcontractors. Will this suffice as sufficient documentation for the exemption?

Thanks,
Lisette

>>> Deborah Slaughter 8/7/2009 1:52 PM >>>

Attachment 6

AFFIRMATIVE ACTION PLAN ORDINANCE

1 ■

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoc@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

TR

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

NAME OF EEO OFFICER

TITLE

E-MAIL

PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 17 day of JUNE, in the year 2015, at SANTA BARBARA CA
(CITY) (STATE)

RESPONSIBLE BIOSOLIDS MGMT, INC.
COMPANY NAME

(805)9625937 JENNSTONE.1@aol.com
TELEPHONE/E-MAIL


AUTHORIZED SIGNATURE

P.O. Box 40109
ADDRESS

JON COFFIN - PRESIDENT
NAME AND TITLE (TYPE OR PRINT)

SANTA BARBARA, SANTA BARBARA
CITY, COUNTY, STATE, ZIP
CA, 93140

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

RESPONSIBLE BIOSOLIOS Mgmt, Inc.


COMPANY NAME

P.O. Box 40109

ADDRESS

SANTA BARBARA, CA 93140

CITY, COUNTY, STATE, ZIP



AUTHORIZED SIGNATURE

JON COFFIN - PRESIDENT

NAME AND TITLE (TYPE OR PRINT)

(805) 962-5927 JENNSTONE1@201.com

TELEPHONE/E-MAIL

CITY OF LOS ANGELES

Awarding Dept.: _____
Dept. Contact: _____
MS: _____ OCC#: _____

NONDISCRIMINATION ● EQUAL EMPLOYMENT PRACTICES ● AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that STEVE STOCKTON VICE-PRESIDENT is hereby
NAME OF DESIGNEE TITLE

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

P.O. Box 40109 Santa Barbara, CA 93140 (805) 733-1053
WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: City Plan; Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

RESPONSIBLE BIOSOLIDS Mgmt., Inc.
COMPANY NAME

P.O. Box 40109
ADDRESS

SANTA BARBARA, CA 93140
CITY, COUNTY, STATE, ZIP

[Signature]
AUTHORIZED SIGNATURE

JON COFFIN, PRESIDENT
NAME AND TITLE (TYPE OR PRINT)

(805) 962-5927
TELEPHONE

A-1

DATE

OCC#

TOTAL COMPOSITION OF WORK FORCE

BCA Form (6.85)

NSI B

Length of Contract

C-94375

Project Title CONTRACT No.

RESPONSIBLE BIOSOLIDS Mgmt. Inc.

Contractor Address P.O. BOX 4019 SANTA BARBARA, CA 93103

(If you have no employees, write "no employer at this time.")

Work Force as of (Date) 3/18/10

FOR CONSTRUCTION PROJECTS (L.A. County Only)

(Note: J - Journeyman, A - Apprentice, F - Trainee, F - Female, M - Male)

	AFRICAN-AMERICAN (BLACK)		HISPANIC		ASIAN/PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	J	A	J	A	J	A	J	A	J	A	J	A	J	A	M	F
CRAFT																
Brick Layers																
Carpenters																
Electricians																
Grainite Workers																
Iron Worker																
Laborers																
Operator Engineers																
Painters																
Pipe Trades																
Plasters / Cement Masons																
Sheet Metal Workers																
Teamsters																
Clerical																
Supervisory																
TOTAL																

FOR NON-CONSTRUCTION PROJECTS

OCCUPATION	AFRICAN-AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers			2						2		4		50%		4	
Professionals																
Technicians									1		1		0%		1	
Sales Workers									3		3		0%		3	
Office / Clerical			4								4				4	
Semi-Skilled																
Laborers (Unskilled)																
Service Workers									4		12		50%		9	3
TOTAL			6						6		12		50%		9	3

Employment statistics were obtained from:

Available Records Visual Check Other (Specify)

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation.
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:


- a. Recruit and make efforts to obtain such employees through:
 - (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
 - (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (3) Encouraging present minority, women and other employees to refer their friends and relatives.
 - (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (5) Validating all job specifications, selection requirements, tests, etc.
 - (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 - (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- 4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
- 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
- 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
- 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
- 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
- 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
- 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
- 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
- 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
- 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
- 14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

3/18/10
DATE

RESPONSIBLE BIOMATERIALS MGMT., INC.
FIRM NAME A-7


OFFICER'S SIGNATURES
JON COFFIN, PRESIDENT
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

Attachment 7

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2021

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

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

PRODUCER HUB International Insurance Services Inc. HUB INTERNATIONAL INSURANCE SERVICES 6701 CENTER DRIVE WEST, SUITE 1500 LOS ANGELES CA 900453059	CONTACT NAME: LAURA LETTIERI PHONE (A/C No, Ext): (949) 623-1430 E-MAIL ADDRESS: laura.lettieri@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Sierra Transport, LLC 12856 Old River Road Bakersfield CA 93311	INSURER A: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
	INSURER B: Landmark American Insurance Company	NAIC # 33138
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	LHA112870	03/31/2021	03/31/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 250,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
PRODUCTS - COMP/OP AGG \$ 2,000,000							
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TP8901307 001	07/23/2020	07/23/2021	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

Contract# C-94375

CERTIFICATE HOLDER**CANCELLATION**

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

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

CG 20 10. Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization, CG 20 12. Additional Insured - State or Political Subdivisions - Permits



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/08/2021

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

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

PRODUCER Fallgatter Rhodes Ins Sevices 1701 G STREET BAKERSFIELD CA 93301		CONTACT NAME: Susan Hintz PHONE (A/C No, Ext): 6613242424 E-MAIL ADDRESS: sue@frins.com		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A : Oak River Insurance Company			34630
INSURED Responsible Biosolids Management Inc P.O Box 40109 Santa Barbara CA 93140		INSURER B : Nationwide Agribusiness Insurance Co			28223
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	FPK7871479674	01/25/2021	01/25/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	DED: RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	REWC224532	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

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

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

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

Farm Liability AI form FL70610

Required Insurance and Minimum Limits

Name: RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.

Date: 11/12/2014

Agreement/Reference: LOADING, TRANSPORTING AND BENEFICIAL USE OF THE CITY BIOSOLIDS

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

	Limits
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$2,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$2,000,000</u>
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake <input type="checkbox"/> Replace cost of prop. damage	
<hr/>	
<input type="checkbox"/> Pollution Liability	_____
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	_____

Other: All limits stated are on a per occurrence basis.
Provided to Alan Tran



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/28/2015

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

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

PRODUCER TWIW Insurance Services 5001 CALIFORNIA AVE, STE 150 BAKERSFIELD CA 93309		CONTACT NAME: Sherry Davis PHONE (A/C, No, Ext): 6616164730 E-MAIL ADDRESS: sdavis@twiw.com FAX (A/C, No):	
INSURED Sierra Transport, Inc. 12856 Old River Rd Bakersfield CA 93311		INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corporation NAIC # 10328 INSURER B: Wesco Insurance Company 25011 INSURER C: INSURER D: INSURER E: INSURER F:	

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

NSR LTR	TYPE OF INSURANCE	ADD'L SUBR. INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y N				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CS0206423505	07/23/2015	07/23/2016	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y N	WPT104163100	07/23/2015	07/23/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N/A	AGENT DOES NOT WRITE			PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Job as per written contract with the City of Los Angeles. The City of Los Angeles, Board of Public Works is named as an additional insured as respects the operations of the named insured on their behalf. Additional Insurance and Waiver forms included.

CERTIFICATE HOLDER

City of Los Angeles and all of its Agencies, Boards and Departments
 200 North Main Street
 City Hall East, Suite 1240
 Los Angeles CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Sherry Davis

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Addendum

Named Additional Insured and Additional Information

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2014

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

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

PRODUCER Fallgatter Rhodes Ins Sevcies 1701 G STREET BAKERSFIELD CA 93301	CONTACT NAME: Susan Hintz PHONE (A/C, No, Ext): 6613242424 E-MAIL ADDRESS: sue@frins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Nationwide Mutual Insurance Company		NAIC # 23787
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Farm Liability	Y	N	FPK7891479674	01/25/2014	01/25/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

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

Re: 4700 acres at 1301 Union Road Tupman, CA

Track4la assistance - JH 1/16/14

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street City Hall East, Suite 1240 Los Angeles CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Susan Hintz
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Addendum

Named Additional Insured and Additional Information

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CERTIFICATE OF LIABILITY INSURANCE

OF ID VA
INCRBM1

DATE (MM/DD/YYYY)

03/17/10

PRODUCER Greenway Insurance Services PO BOX 78797 Bakersfield CA 93383 Phone: 661-835-8141 Fax: 661-835-0462	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED RBM Inc P.O. BOX 40109 Santa Barbara CA 93140	INSURER A: Allied Insurance Company	19100
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

TRNS ADD'L LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FPK FMP 7861479674	01/25/10	01/25/11	EACH OCCURRENCE	\$ 25000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY EA ACC	\$
					AUTO ONLY AGG	\$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RBM Inc 1301 Union Rd Tupman CA 93276 Contract # C-94375
 Project Name: For the Loading and Transporting and Beneficial use of the City Biosolids

CERTIFICATE HOLDER

City of Los Angeles Board of
 Public Works
 200 N Spring St 355 City Hall
 Los Angeles CA 90012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-18-2010

GROUP: 000005
POLICY NUMBER: 0110843-2010
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 01-01-2011
01-01-2010/01-01-2011

CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS
200 N SPRING ST STE 355
LOS ANGELES CA 90012-3239

SL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1800 - JON L COFFIN, PRES SEC - EXCLUDED.

ENDORSEMENT #1800 - STEVE D STOCKTON, TRE - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-18-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RESPONSIBLE BIOSOLIDS MANAGEMENT (A CORPORATION)
PO BOX 40109
SANTA BARBARA CA 93140

SL

[DMC,CN]



P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-18-2010

GROUP: 000005
POLICY NUMBER: 0110643-2010
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 01-01-2011
01-01-2010/01-01-2011

CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS
200 N SPRING ST STE 355
LOS ANGELES CA 90012-3239

SL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - JON L COFFIN,PRES SEC - EXCLUDED.

ENDORSEMENT #1600 - STEVE D STOCKTON,TRE - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-18-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

RESPONSIBLE BIOSOLIDS MANAGEMENT (A CORPORATION)
PO BOX 40109
SANTA BARBARA CA 93140

SL

[DMC,CN]

PLATTE RIVER INSURANCE COMPANY

Mailing Address: P.O. Box 5900 Madison WI 53705-0900

CONTINUATION CERTIFICATE

OBLIGEE:

CITY OF LOS ANGELES
CITY ATTORNEYS OFFICE
200 N. MAIN STREET
LOS ANGELES, CA 90012


RE: BOND NUMBER: **40080212** Customer #:
BOND AMOUNT: **\$1,000,000.00**
BOND TYPE: **MISC. PERMIT BOND - RIGHT OF WAY PERMIT
PERFORMANCE BOND**

PLATTE RIVER INSURANCE COMPANY (hereinafter called the Company) in consideration of the payment of the premium of \$15,000.00 hereby continues in force its bond numbered 40080212 for RESPONSIBLE BIOSOLIDS MANAGEMENT, INC. for the extended period, beginning on the 28th day of August, 2009, and ending on the 28th day of August, 2010, subject to the terms, conditions and limitations of said bond.

This continuation certificate is executed upon the express conditions that the Company's liability under said bond, together with this and all previous continuation certificates shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond.

Signed, sealed and dated: October 30, 2009

PLATTE RIVER INSURANCE COMPANY

By: 
Patrick S. Fillmore, Attorney-in-Fact

For inquiries please contact:
CAPITOL INSURANCE COMPANIES
350 Sansome Street, Suite #1000
San Francisco, CA 94104
Phone (415) 321-7300 Fax (415) 321-7323

17193 SURETY SOLUTIONS INSURANCE SERVICES
Br. 8 Terr. 82

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41172789

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JOHN T PAGE; BARRY ROBERT PAGE; SHARON M SMITH; BRENNNA C PAGE; PATRICK S FILLMORE-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT: \$2,500,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2007.

Attest:

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
David F. Pauly
Chairman & CEO



James J. McIntyre
James J. McIntyre
President

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

On the 1st day of January, 2007 before me personally came James J. McIntyre, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Daniel W. Krueger
Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Expires Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 30th day of October, 2009



Alan S. Ogilvie
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

Attachment 8

EQUAL BENEFITS ORDINANCE

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: RESPONSIBLE BUSINESS Mgmt. BAVN Company ID # 64899

Company Address: P.O. BOX 40109

City: SANTA BARBARA State: CA Zip: 93140

Contact Person: JENNIFER STONE Phone: (805)9025927 E-mail: JENNSTONE1@aol.com

Approximate Number of Employees in the United States: 12

Approximate Number of Employees in the City of Los Angeles: 0

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

RESPONSIBLE BUSINESS MONTH will comply with the Equal Benefits Ordinance requirements as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17 day of JUNE, in the year 2015, at SANTA BARBARA, CA.

[Signature]
Signature
JON COFFIN
Name of Signatory (please print)
PRESIDENT
Title

P.O. BOX 40109
Mailing Address
SANTA BARBARA, CA 93140
City, State, Zip Code
77-0403663
EIN/TIN

COMPLIANCE

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
 Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: Bureau of Sanitation Contact/Phone: _____

SECTION 1. CONTACT INFORMATION

Company Name: RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.
 Company Address: P.O. BOX 40109
 City: SANTA BARBARA State: CA Zip: 93140-0109
 Contact Person: JON COFFIN Phone: (805) 962-5927 Fax: (805) 962-5976
 I am a one-person contractor, and I have no employees. Yes No (if you answered "Yes," go to Section 3)
 Approximate Number of Employees in the United States: 12
 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

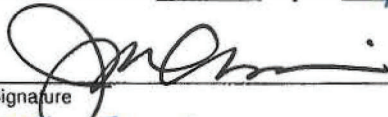
SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 1 day of APRIL, in the year 2010, at Santa Barbara, CA
(City) (State)



Signature
JON COFFIN

Name of Signatory (please print)
PRESIDENT

Title

P.O. Box 40109

Mailing Address
Santa Barbara, CA 93140

City, State, Zip Code
77-0403663

Federal ID Number

Attachment 9

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE/

LIVING WAGE ORDINANCE

The City Administrative Office has determined that the contract is exempt from Living Wage Ordinance and Service Contract Worker Retention Ordinance .



Alan Tran <alan.tran@lacity.org>

LWO Exemption for RBM

2 messages

Shari Kuroki <shari.kuroki@lacity.org>

Wed, Jun 19, 2013 at 3:57 PM

To: "Tran, Alan" <alan.tran@lacity.org>

Cc: "Knight, Tj" <tj.knight@lacity.org>, "Alloh, Emmanuel" <emmanuel.alloh@lacity.org>

Hi Alan,

Kim Fitzpatrick from Con Ad called back. After consultation with the Office of Finance, they have decided to honor the original LWO exemption. You'll need to include language regarding the exemption in the Board report. Please inform Jon Coffin.

Thanks.

--

Shari Kuroki, Sr. Management Analyst II
Purchasing/Contracts Units
Bureau of Sanitation
(310) 648-5186 phone
(310) 648-5612 fax

Alan Tran <alan.tran@lacity.org>

Thu, Jun 20, 2013 at 6:34 AM

To: jshriver2@aol.com, "JLangC@aol.com" <jlangc@aol.com>, Steve Stockton <rbmansteve@me.com>

Cc: Mark Starr <mark.starr@lacity.org>, Emmanuel Alloh <emmanuel.alloh@lacity.org>

Hi Jon,

Great news! After discussing and explaining your situation with Bureau of Contract Administration, they decided to honor the original LWO exemption.

If you have any question, please let me know.

Thanks,
Alan.

[Quoted text hidden]

--

Alan T. Tran
Bureau of Sanitation/Hyperion Treatment Plant
12000 Vista Del Mar
Playa Del Rey, CA 90293
Phone: (310) 648-5995
Fax: (310) 648-5070
Email: alan.tran@lacity.org



RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.

March 24, 2010

RE: BTRC Exemption

Alan,

Please find enclosed:

1. A copy of the email dated 8/13/2009 from Deborah Slaughter at the Office of Finance stating that RBM is exempt from the business tax.
2. A current copy of RBM's Tax Registration Certificate.
3. A copy of Article 24 from our current contract that shows that RBM is exempt from the City Business Tax.
4. A copy of the exemption letter from the City Clerk's office dated May 26, 1998.

If you have any questions you can contact Deborah Slaughter at (213)978-1512,

Best Regards,

Jennifer Stowe
Responsible Biosolids Management, Inc.
805-962-5927
fax 805-962-5976
email jshriver2@aol.com



CITY OF LOS ANGELES

OFFICE OF FINANCE
P.O. BOX 53200
LOS ANGELES CA 90053-0200

14 100-000140 0908 1

RESPONSIBLE BIOSOLIDS MANAGEMENT INC
PO BOX 40109
SANTA BARBARA CA 93140-0109

1301 UNION ROAD
TUPMAN, CA 93276

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 8/17/2009

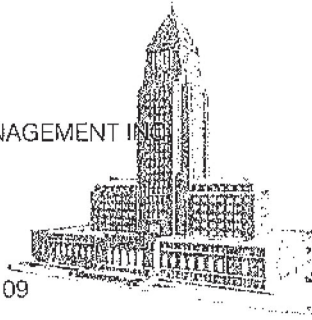
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002457300-0001-7	L049	Professions/Occupations	08/07/2009	Active

DIRECTOR OF FINANCE

RESPONSIBLE BIOSOLIDS MANAGEMENT INC

1301 UNION ROAD
TUPMAN, CA 93276

POST OFFICE BOX #40109
SANTA BARBARA, CA 93140-0109



ISSUED BY:

Antoinette D. Christwell

DIRECTOR OF FINANCE

From: Lelya Cortez <Lelya.Cortez@lacity.org>
 To: Lisette Orilla <Lisette.Orilla@lacity.org>
 Cc: jshriver2@aol.com; Claude Gonzales <Claude.Gonzales@lacity.org>; Maribel Gomez <Maribel Gomez@lacity.org>; Teresa Kyu Li <Teresa.Kyu.Li@lacity.org>
 Subject: CO0094375M
 Date: Thu, Aug 13, 2009 9:20 am

Lisette and Maribel,

you can now resubmit your PO just make sure that you put BTRC# is 2457300 on the comment field and the VEND reflects the new BTRC.

Thank you and kind regards,

Lelya Cortez
 Funds & Appropriations Unit

>> Lisette Orilla 8/13/2009 8:42 AM >>>
 Thank you!

>> Deborah Slaughter 8/13/2009 8:26 AM >>>
 Hi Lisette,

The previous email is sufficient.

Deborah

>> Lisette Orilla 08/13/2009 8:20 AM >>>
 Hi Deborah,

Will RBM need to submit anything else or will your last e-mail message below serve as sufficient verification that RBM is now exempt?

Thanks,
 Lisette

>>> Deborah Slaughter 8/13/2009 8:07 AM >>>
 Hi Lisette,

Based on this information, RBM will receive the exemption because they physically do not come into the city but the subcontractors will be liable for taxation.

Deborah

>>> Lisette Orilla 08/11/2009 8:37 AM >>>
 Hi Deborah,

The vendor RBM has subcontractors to haul the biosolids from the City's Wastewater Treatment Plants to the City Farm in Kern County. They operate more than 7 days per calendar year. (Please see attachment for sample invoice from 7/1/09-7/15/09.) RBM put N/A on the form since the trucks do not belong to them and the motor carrier permit and/or carrier license belong to the subcontractors. Will this suffice as sufficient documentation for the exemption?

Thanks,
 Lisette

>>> Deborah Slaughter 8/7/2009 1:52 PM >>>



CITY OF LOS ANGELES
 OFFICE OF FINANCE
 P.O. BOX 53200
 LOS ANGELES CA 90053-0200

14 '00-000140 0908 1

RESPONSIBLE BIOSOLIDS MANAGEMENT INC
 PO BOX 40109
 SANTA BARBARA CA 93140-0109

1301 UNION ROAD
 TUPMAN, CA 93276


THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX			ISSUED: 8/17/2009	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002457300-0001-7	L049	Professions/Occupations	08/07/2009	Active

RESPONSIBLE BIOSOLIDS MANAGEMENT INC

1301 UNION ROAD
TUPMAN, CA 93276

POST OFFICE BOX #40109
SANTA BARBARA, CA 93140-0109



ISSUED BY:

Christine D. Christaugh

DIRECTOR OF FINANCE

ARTICLE 24 - CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE

RBM is exempt from the City Business Tax. If at any time RBM is no longer exempt from the City Business Tax, RBM shall obtain the Business Tax Registration Certificate(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). RBM shall maintain, or obtain as necessary, all such certificates required of it under said Ordinance and shall not allow any such certificate to be revoked or suspended.

ARTICLE 25 - TECHNICAL REVIEW AND ADVICE COMMITTEE

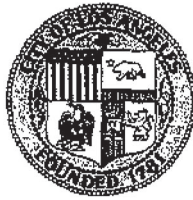
25.1 The CITY OF LOS ANGELES plans to organize a Technical Review and Advice Committee (TRAC) composed of persons knowledgeable in the field of soil science and agronomy. The purpose of TRAC will be to review guidelines proposed for the RBM Project, advise the CITY on appropriate composting and land application practices, review engineering aspects of the project, review data developed from the project and make recommendations on appropriate changes to composting and land application practices, and provide technical and scientific support to the CITY for the duration of the project.

25.2 The CITY reserves the right to request changes in the composting or land application guidelines or other aspects of the project based on recommendations of its staff and/or TRAC. It is expected that such changes will be mutually agreeable to RBM and their scientific advisors, and such changes will be consistent with existing guidelines, regulations and management practices in effect elsewhere. However, the CITY reserves the right to terminate this Agreement as detailed in Section 6.1. if, in the opinion of its staff, the guidelines and practices in use by RBM, or others associated with the project, are not

J. MICHAEL CAREY
CITY CLERK

PAT HEALY
EXECUTIVE OFFICER

CITY OF LOS ANGELES
CALIFORNIA



RICHARD J. RIORDAN
MAYOR

OFFICE OF THE
CITY CLERK

ROOM 607, CITY HALL EAST
LOS ANGELES, CA 90012
(213) 485-5708
FAX (213) 473-5212

May 26, 1998

Dear City of Los Angeles Taxpayer:

RE: SECTION 21.195 OF THE LOS ANGELES MUNICIPAL CODE

The Los Angeles City Attorney's Office recently advised the City Clerk that State legislation (AB1683), which became effective September 1996, preempts the City of Los Angeles from imposing a business tax upon persons who are engaged in business as a **for-hire motor carrier of property** and required to pay a fee to the State of California, under the Household Goods Carriers Uniform Business License Tax Act or the Motor Carriers of Property Uniform Permit Fee Act. Persons who are required to remit a fee to the State under these Acts were generally required to remit a business tax to the City under Section 21.195 (Trucking and Hauling) of the Los Angeles Municipal Code. In order to comply with the State legislation, the City Clerk's Office has cancelled all active business tax certificates under Section 21.195 of the Los Angeles Municipal Code. Any business tax obligations you may have under other classifications of the code are not affected by this action.

The City Attorney is also currently reviewing AB 1683 to determine if other business activities are impacted by this legislation. You may obtain and/or file a Claim for Refund form with any of the City Clerk's Offices shown below. Section 21.07 (Refunds of Overpayments) of the Los Angeles Municipal Code states that a claim for refund must be filed within one (1) year of the claimed date of overpayment. In order to expedite your claim for refund, you **must** provide your Household Goods Carriers Uniform Business License Number or Motor Carrier of Property (MCP) Permit Number with a brief explanation in the appropriate space on the Claim For Refund form.

If you are **not** required to remit a fee to the State, please contact one of the City Clerk's Offices listed below for information to reinstate your business tax certificate.

Sincerely,

J. Michael Carey
J. MICHAEL CAREY
City Clerk

Main Office				
Water and Power Building	111 N. Hope Street	Lobby-Rm L68	PHONE: (213) 626-9271	Open Mon. Thru Fri. 8 AM to 5 PM
Van Nuys Civic Center	14401 Erwin Street Mall		PHONE: (818) 756-8531	Open Mon. Thru Fri. 8 AM to 5 PM
West Los Angeles	1828 Sawtelle Blvd.	Rm. 102	PHONE: (310) 575-8888	Open Mon. Thru Fri. 8 AM to 5 PM
Hollywood	6501 Fountain Ave.		PHONE: (213) 485-3935	Open Mon. Thru Fri. 8 AM to 5 PM
San Pedro	350 W. 5th Street	Rm. 208	PHONE: (310) 548-7646	Open Mon, Wed, Fri. 8 AM to 12 Noon 1 PM to 4:30 PM
Westchester Municipal Building	7166 W. Manchester Ave	Rm. 9	PHONE: (310) 670-3080	Open Tues., Thurs. 8 AM to 12 Noon 1 PM to 4:30 PM
Watts Civic Center Building	10221 Compton Ave.	Rm. 202	PHONE: (213) 473-5109	Open Tues., Thurs. 1 PM to 4:30 PM

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste



Attachment 10

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

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

I, JON COFFIN, depose and say that I am

PRESIDENT of RESPONSIBLE BIOSOURCES Mgmt, Inc.
(“President”, “Vice President”, etc.) (Name and Address of Organization)

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

Date: 3/18/2010 at Santa Barbara, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

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

[Signature]
(Signature)



Attachment 11

MUNICIPAL LOBBYING ORDINANCE



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

Bidder Certification CEC Form 50

Bid/Contract Number:

C-94375

Department:

BUREAU OF SANITATION

Name of Bidder:

RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.

Phone:

(805) 960-5907

Address:

P.O. BOX 40109 SANTA BARBARA, CA 93140-0109

Email:

Jlangc@aol.com

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date:

3/18/10

Signature:

Name:

JAN COFFIN

Title:

PRESIDENT

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

Attachment 12

CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

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

-AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
REPOSIBLE BIOSOLIDS MANAGEMENT, INC. FOR THE
LOADING, TRANSPORTING AND BENEFICIAL REUSE OF THE
CITY BIOSOLIDS. C-94375
OCTOBER 28, 1996 – AMENDMENT NO. 2 SEPTEMBER 21, 2010
TOTAL - \$77,448,550

RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.
Name of Organization


Signature

JON COFFIN
Print Name

PRESIDENT
Title

3/23/10
Date

Attachment 13

LOS ANGELES RESIDENCE INFORMATION

Los Angeles Residence Information

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

Organization: RESPONSIBLE BIOSOLIDS Mgmt., Inc.

I. Corporate or Main Office Address:

P.O. Box 40109

SANTA BARBARA, CA

93140-0109

II Total Number of Employees in Organization: 12

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

0 and 0 %

Attachment 14

SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, Jon Coffin, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

<u>Responsible Biosolids Management, Inc. (805) 962-5927</u>	<u>77-0403663</u>		
Company Name	Phone	Federal ID #	BAVN Company ID #
<u>P.O. Box 40109</u>	<u>Santa Barbara</u>	<u>CA</u>	<u>93140</u>
Street Address	City	State	Zip
- The Company came into existence in 1994 (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):

The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on June 13, 2013 at Santa Barbara, CA
(Date) (City) (State)

Signature: [Signature] Title: PRESIDENT

DEFINITIONS

- Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.
- Company** means any person, firm, corporation, partnership or combination of these.
- Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.
- Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
- Investment** means to make use of an Enslaved Person for future benefits or advantages.
- Participation** means having been a Slaveholder during the Slavery Era.
- Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.
- Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.
- Slavery** means the practice of owning Enslaved Persons.
- Slavery Era** means that period of time in the United States of America prior to 1865.
- Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
- Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement PUBLIC WORKS BUREAU OF SANITATION Department Contact Person MARK STARR

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, JON COFFIN, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:

<u>RESPONSIBLE BIOSOLIDS MGMT, INC.</u>	<u>(805) 962-5927</u>	<u>77-0403663</u>
<small>Company Name</small>	<small>Phone</small>	<small>Federal ID #</small>
<u>P.O. BOX 40109</u>	<u>SANTA BARBARA</u>	<u>CA</u>
<small>Street Address</small>	<small>City</small>	<small>State</small>
		<u>93140</u>
		<small>Zip</small>
- Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 2000
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
- The Company came into existence in 1992 (year).
- The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:
 - The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein
 - The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
- I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 3/23/10 at SANTA BARBARA CA
(Date) (City) (State)
 Signature: [Signature] Title: PRESIDENT

DEFINITIONS

- Awarding Authority** means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.
- Company** means any person, firm, corporation, partnership or combination of those.
- Contract** means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public which is not awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.
- Designated Administrative Agency (DAA)** means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.
- Enslaved Person** means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.
- Investment** means to make use of an Enslaved Person for future benefits or advantages.
- Participation** means having been a Slaveholder during the Slavery Era.
- Predecessor Company** means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.
- Profits** means any economic advantage or financial benefit derived from the use of Enslaved Persons.
- Slavery** means the practice of owning Enslaved Persons.
- Slavery Era** means that period of time in the United States of America prior to 1865.
- Slaveholder** means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.
- Slaveholder Insurance Policies** means policies issued to or for the benefit of Slaveholders to assure them against the death of, or injury to, Enslaved Persons.
- Affidavit** means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

SDO EXEMPTION

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 Fax: (213) 847-2777

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

Section 1: Awarding Department

Name of contact person: _____ Title: _____
Department: _____ Phone: _____
Signature: _____ Date: _____

Section 2: Contractor and Contract Information

Company Name: _____ Federal ID #: _____
Company Address: _____
City: _____ State: _____ Zip: _____
Purpose: _____ Contract # (if any): _____
Start Date: _____ End Date: _____ Amount: _____

Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY

Approved: _____ Not Approved. (See attached memorandum.)
OCC Analyst: _____ Date: _____

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(o)(7).

Attachment 15

MBE/WBE/OBE OUTREACH PROGRAM



hereby grants

National Women's Business Enterprise Certification

to

Sierra Transport, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - West, a WBENC Regional Partner Organization.

Pamela Williamson, Ph.D.

Expiration Date: 01/31/2016
WBENC National Certificate Number: 2005114778



Authorized by Pamela S. Williamson, Ph.D., President/CEO,
Women's Business Enterprise Council - West

NAICS Codes: 484220

UNSPSC Codes: 78101802



Date/Time	Caller	Company/PH. NO.	Respondent	MBE/WBE/OBE	Price/Response
2/11/10 10:25 AM	Jon Coffin	Nancy L Cruz 323-344-3775	No Answer	WBE NAICS Code: 484110	No Answer
2/11/10 10:32 AM	Steve Stockton	Barbara Payne 626-357-7056	Barbara Payne	WBE NAICS Code: 484110	Trucks are too small for the job. 18-20 tons.
2/11/10 10:42 AM	Jon Coffin	Sanchez & Sons Trucking 818-893-4635	No Answer	MBE NAICS Code: 484110	No Answer
2/11/10 10:46 AM	Jon Coffin	Justo Acosta Trucking 818-503-4622	Call forwarded to Sylvia	MBE NAICS Code: 484110	Left message for her to call back.
2/11/10 10:49 AM	Steve Stockton	Hugo's Trucking 818-899-1886	Hugo Hernandez	MBE NAICS Code: 484110	Phone disconnected
2/11/10 10:57 AM	Steve Stockton	Margaret Hernandez 323-445-6887	Margaret Hernandez	WBE NAICS Code: 484110	Left message for her to call back.
2/11/10 11:01 AM	Jon Coffin	Duran Trucking 818-504-4823	Jose Luis Duran	MBE NAICS Code: 484110	Phone disconnected
2/11/10 11:10 AM	Steve Stockton	E & M Trucking 310-901-4682	Elgin Whittington	MBE NAICS Code: 484110	Left message for her to call back.
2/11/10 11:14 AM	Jon Coffin	Bells Trucking 661-832-7380	No Answer	OBE	No Answer
2/11/10	Jon Coffin	Greenfield Trucking	Phone	OBE	Phone

2:17 PM		661-792-3650	disconnected		disconnected
2/11/10 2:20PM	Jon Coffin	Victory Trucking 661-665-4648	Phone disconnected	OBE	Phone disconnected
2/11/10 2:25PM	Jon Coffin	Valley Transportation 661-836-2388	Diane Franco	OBE	Don't have the type of trucks needed.

Attachment 16

FIRST SOURCE HIRING ORDINANCE

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.ecoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Responsible Business Mgmt. will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 17 day of JUNE, in the year 2015, at SANTA BARBARA, CA
(City) (State)

[Signature]
Signature
JOE COFFIN
Name of Signatory (Please Print)
PRESIDENT
Title
64899
BAVN ID No.

P.O. Box 40109
Mailing Address
SANTA BARBARA, CA 93140
City, State, Zip Code
77-0403663
EIN/TIN
JENNSTOWE1@201.com
E-Mail

FIRST SOURCE HIRING ORDINANCE (FSHO)		FORM: FSHO-1
Anticipated Employment Opportunities		CITY OF LOS ANGELES

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Responsible Biosolids Management, Inc. Contractor Phone#: (805) 962-5927
 Designated Contractor Contact Person: Jon Coffin Email: jlangc@aol.com
 Street Address: P.O. Box 40109
 City: Santa Barbara State: CA Zip: 93140 Federal ID (FEIN)#: 77-0403663

- | | | | |
|---|--|---|---|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company?
<u>14</u>
Go to Question 3. | 3. How many employees will be working directly for the City contract?
<u>12</u>
Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input type="checkbox"/> YES - Go to Question 5.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|---|--|---|---|
5. How many different job classifications do you anticipate as a result of this contract? _____ Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

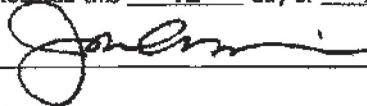
For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: _____	
Job #2	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: _____	
Job #3	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: _____	

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 12 day of August, 2010, at Santa Barbara, CA
 (City) (State)


 Signature
 President
 Title

Jon Coffin
 Name (Please Print)
77-0403663
 Federal Tax/Employer Identification Number

SECTION IV. FILLED OUT BY AWARDING DEPARTMENT

Dept: P/W ^{BOG} Contact Person: ALAN TRAN Phone#: 310-648-5995 Email: ALAN.TRAN@LACITY.ORG
 Project Title (as listed in bid): HAULING, LOADING AND THE BENEFICIAL ID# _____

FIRST SOURCE HIRING ORDINANCE (FSHO)		FORM: FSHO-2
Subcontractor Information Form		CITY OF LOS ANGELES

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I: CONTRACTOR INFORMATION

Name of Contractor: Responsible Biosolids Management, Inc. Contractor Phone#: (805) 962-5927
 Designated Contractor Contact Person: Jon Coffin Email: jlangc@aol.com
 Street Address: P.O. Box 40109
 City: Santa Barbara State: CA Zip: 93140 Federal ID (FEIN)#: 77-0403663

- | | | |
|--|--|--|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
Go to Question 3.
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input checked="" type="checkbox"/> YES - Go to Question 4.
<input type="checkbox"/> NO - Go to Section III. |
|--|--|--|

4. How many Subcontractors will be working with you on the contract? 1 Go to Section II.

SECTION II: SUBCONTRACTOR INFORMATION


For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: <u>Sierra Transport, Inc.</u>	Subcontractor Phone#: <u>(661)399-0246</u>
	Contact Person: <u>Kristi Lutrel</u>	Email: <u>kristi@stibak.com</u>
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III: SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 12 day of August, 20 10, at Santa Barbara, CA
 (City) (State)

Signature  President Title	<u>Jon Coffin</u> Name (Please Print) <u>77-0403663</u> Federal Tax/Employer Identification Number
---	---

SECTION IV: AWARDING DEPARTMENT INFORMATION

Dept: PW/BOS Contact Person: ALAN TRAN Phone#: 310-648-5995 Email: ALAN.TRAN@LACITY.ORG
 Project Title (as listed in bid): HAILING, LOADING AND THE BENEFICIAL ID# _____

FIRST SOURCE HIRING ORDINANCE (FSHO)



FORM: FSHO-1

Anticipated Employment Opportunities

CITY OF LOS ANGELES

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

Name of Contractor: Sierra Transport, Inc. Contractor Phone#: 661-397-9756
Designated Contractor Contact Person: Kristi Lutrel/Keith Lutrel Email: kristi@stibak.com/keith@stibak.com
Street Address: 12856 Old River Road
City: Bakersfield State: CA Zip: 93311 Federal ID (FEIN)#: 77-0481597

- 1. I am completing this form as a: [] Prime Contractor [X] Subcontractor
2. How many total employees currently work for your company? 29
3. How many employees will be working directly for the City contract? 25
4. Do you anticipate any job openings as a result of this City contract? [] YES - Go to Question 5. [X] NO - Go to Section III.

5. How many different job classifications do you anticipate as a result of this contract? Go to Section II.

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job Classification: Anticipated # of Job Openings:

Description/Qualifications:

Job Classification: Anticipated # of Job Openings:

Description/Qualifications:

Job Classification: Anticipated # of Job Openings:

Description/Qualifications:

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 13th day of August, 2010, at Bakersfield, CA (City) (State)

Signature
Operations Manager
Title

Keith Lutrel
Name (Please Print)
77-0481597
Federal Tax/Employer Identification Number

Dept: PW/BSS Contact Person: ALAN TRAN Phone#: 310-648-5995 Email: ALAN.TRAN@LACITY
Project Title (as listed in bid): HAULING, LOADING AND THE BENEFICIAL ID#

FIRST SOURCE HIRING ORDINANCE (FSHO)



FORM: FSHO-2

Subcontractor Information Form

CITY OF LOS ANGELES

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

Name of Contractor: Sierra Transport, Inc. Contractor Phone#: 661-397-9756
Designated Contractor Contact Person: Kristi Lutrel/Keith Lutrel Email: krlsti@stlbak.com/keith@stlbak.com
Street Address: 12856 Old River Road
City: Bakersfield State: CA Zip: 93311 Federal ID (FEIN)#: 77-0481597

- 1. I am completing this form as a: [] Prime Contractor, [X] Subcontractor
2. Are you a 1st Tier, 2nd Tier, 3rd Tier, or Other Tier Subcontractor? [] 1st, [] 2nd, [] 3rd, [] Other
3. Do you have Subcontractors who will be working with you on the contract? [] YES, [X] NO

4. How many Subcontractors will be working with you on the contract? Go to Section II.

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Table with 2 columns: Subcontractor Name, Subcontractor Phone#, Contact Person, Email. Multiple rows for data entry.

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 13th day of August, 2010, at Bakersfield, CA (City) (State)

Signature
Operations Manager
Title

Keith Lutrel
Name (Please Print)
77-0481597
Federal Tax/Employer Identification Number

Dept: PW/BOS Contact Person: ALAN TRAN Phone#: 310-648-5995 Email: ALAN_TRAN@LACITY.ORG
Project Title (as listed in bid): HAULING, LOADING AND THE BENEFICIAL ID#

**RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.**

Fax Transmittal

DATE: June 23, 2010 **OF PAGES** 3
(Including this sheet)

TO: Alan Tran

COMPANY: Hyperion WWTP

PHONE: 310-648-5995 **FAX:** 310-648-5070



MESSAGE:

Attached is the FSHO-E and the explanations for questions 2 and 4 which are submitted on a separate sheet due to formatting problems with the City's form. Please call me if you have any questions.

Best Regards,

FROM: Jennifer Stowe**COMPANY:** RBM, INC.**PHONE:** (805) 962-5927**FAX:** (805) 962-5976**E-MAIL:** jshriver2@aol.com

If there is difficulty with this transmission please call: (805) 962-5927

FIRST SOURCE HIRING ORDINANCE (FSHO)			FORM: FSHO-E
Job Opportunity Emergency Exemption Application		CITY OF LOS ANGELES	
<i>Contractors: Please fill and submit this form to Attn: EEOE, VIA FAX at (213) 847-2777 for review and approval.</i>			
SECTION I. CONTRACTOR INFORMATION			
Name of Contractor: <u>Responsible Biosolids Management, Inc.</u>		Contractor Phone#: <u>1-805-962-5927</u>	
Designated Contractor Contact Person: <u>Jon Coffin</u>		Email: <u>jlangc@aol.com</u>	
Street Address: <u>P.O. Box 40109</u>			
City: <u>Santa Barbara</u>		State: <u>CA</u> Zip: <u>93140</u> Business Tax Registration Code (BTRC)#: <u>0002457300-0001-7</u>	
SECTION II. CONTRACT INFORMATION			
City Awarding Department: <u>Public Works - Bureau of Sanitation</u>		City Contract#: <u>C-94375</u>	
Project Title (as listed in your contract): <u>Agreement between the City of Los Angeles and Responsible Biosolids Management, Inc. For the Loading, Transporting and Beneficial Use of the City Biosolids</u>			
Name of Prime Contractor (if you are a subcontractor): _____			
SECTION III. EXEMPTION INFORMATION			
<i>Please provide a detailed explanation of why this job opportunity should be exempt from the FSHO by answering the questions below. Attach additional sheets if necessary, then continue to Section IV. BCA may require additional documentation to supplement this form.</i>			
1. Name of Job Classification <u>Class A Commercial Driver</u>		2. Number of vacancies requested to be filled on an emergency basis for Job Classification listed in #1: <input checked="" type="checkbox"/> As Needed	
2. Please provide an explanation of why this position is an emergency. <u>SEE ATTACHED</u>			
3. Please provide an explanation of why going through this Program will place an undue hardship to your company. <u>Responsible Biosolids Management, Inc. operates 24 hours a day 7 days a week 365 days a year. Responsible Biosolids Management, Inc. provides a critical service to the City and cannot wait 7 days to fill any positions that might become available due to termination, leave of absence or voluntary resignation.</u>			
4. List the Qualifications necessary for each Emergency Position. This may include and are not limited to expectations, salary, work schedule, special requirements, etc. <u>SEE ATTACHED</u>			
5. The mode by which your company plans to fill the vacancy outside the First Source Hiring Program. <u>The trucking company has a reserve of drivers that work on other projects that can be immediately moved to the City project without delay. Responsible Biosolids Management, Inc., keeps an active list of qualified operational personnel.</u>			
SECTION IV. SIGNATURE AND SUBMIT			
<i>Submit this request for waiver and all supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC). The OCC will make a determination within three (3) working days of receipt of a request for exemption and all supporting documentation.</i>			
		<u>6/23/10</u>	
Contractor Signature		Date	
<i>An approved exemption is valid only for the job opportunity for which it was requested. It is not valid for any other job opportunities the contractor may have for this contract.</i>			
SECTION V. BCA INFORMATION			
<input type="checkbox"/> NOT APPROVED (see attached memorandum for explanation).			
<input type="checkbox"/> APPROVED based on Code Sections:			
OCC Analyst Signature		Date	

FSHO-E

2. Please provide an explanation of why this position is an emergency.

In order for Responsible Biosolids Management, Inc. to fulfill the terms of the City contract all driver's and field staff would require immediate replacement. Responsible Biosolids Management, Inc. cannot wait 7 days to fill these positions without adversely impacting the service to the City as we work 24/7/365.

4. List the Qualifications necessary for each Emergency Position. This may include and not limited to expectations, salary, work schedule, special requirements, etc.

Class A Commercial Driver's Licence, training in heavy equipment and immediate fulfillment of openings that occur due to termination, leave of absence and voluntary resignation. These positions require individuals to be available to work any shift during a 24 hour period. All potential openings would be in Kern County.



RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.

Fax Transmittal

DATE: August 19, 2010 **OF PAGES** 3
(Including this sheet)
TO: Alan Tran
COMPANY: Hyperion WWTP
PHONE: 310-648-5995 **FAX:** 310-648-5070

MESSAGE:

Attached is the additional Workman's Compensation increases. Please call or email me if you have any questions.

Best Regards,

FROM: Jennifer Stowe
COMPANY: RBM, INC.

PHONE: (805) 962-5927 **FAX:** (805) 962-5976 **E-MAIL:** jshriver2@aol.com

If there is difficulty with this transmission please call: (805) 962-5927

POLICYHOLDER COPY



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-18-2010

GROUP: 000005
POLICY NUMBER: 0110843-2010
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 01-01-2011
01-01-2010/01-01-2011
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 1 DATED 03-18-2010

CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS
200 N SPRING ST STE 355
LOS ANGELES CA 90012-3238

SL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$2,000,000 PER OCCURRENCE.

ENDORSEMENT #1800 - JON L COFFIN, PRES SEC - EXCLUDED.

ENDORSEMENT #1800 - STEVE D STOCKTON, TRE - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-18-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2870 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2010-08-13 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF LOS ANGELES

EMPLOYER

RESPONSIBLE BIOSOLIDS MANAGEMENT (A CORPORATION)
PO BOX 40108
SANTA BARBARA CA 93140

SL

(LFW,CN)

CERTHOLDER COPY



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

SL

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-18-2010

GROUP: 000005
POLICY NUMBER: 0110643-2010
CERTIFICATE ID: 2
CERTIFICATE EXPIRES: 01-01-2011
01-01-2010/01-01-2011
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 1 DATED 03-18-2010

CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS
200 N SPRING ST STE 355
LOS ANGELES CA 90012-3239

SL

This is to certify that we have issued a valid Workers Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$2,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - JON L COFFIN, PRES SEC - EXCLUDED.

ENDORSEMENT #1600 - STEVE D STOCKTON, TRE - EXCLUDED.

ENDORSEMENT #2066 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-18-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2010-08-13 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF LOS ANGELES

EMPLOYER

RESPONSIBLE BIOSOLIDS MANAGEMENT (A
CORPORATION)
PO BOX 40109
SANTA BARBARA CA 93140

SL

[LPW.CN]

PRINTED : 08-18-2010

Attachment 17

CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTION



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 128
 (213) 878-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on 11/15/11)

Bid/Contract/BAVN Number (or other identifying information if no number): C-94375 Date Bid Submitted: _____

Description of Contract: Agreement Between the City of Los Angeles and Responsible Biosolids Management, Inc. for the Loading, Transporting and Beneficial Use of the City Biosolids

Awarding Authority (Department): Board of Public Works - Bureau of Sanitation

BIDDER

Name: RESPONSIBLE BIOSOLIDS MANAGEMENT, INC.

Address: P.O. BOX 40109, SANTA BARBARA, CA 93140

Email (optional): _____ Phone: (805) 960-5927

State Contractor ID: NOT APPLICABLE

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

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

Name: JON COFFIN Title: PRESIDENT

Address: P.O. BOX 40109 SANTA BARBARA, CA 93140

Name: STEVE STOCKTON Title: VICE-PRESIDENT

Address: P.O. BOX 40109 SANTA BARBARA, CA 93140

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



City Ethics Commission
 260 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 578-1960

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Sierra Transport Inc.
 Address: 12856 Old River Road, Bakersfield, CA 93311
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): NOT APPLICABLE

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

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



City Ethics Commission
 200 N Spring Street
 City Hall -- 24th Floor
 Los Angeles, CA 90012
 Mail Stop 133
 (213) 876-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Kristi Lutrel Title: President
 Address: 12856 Old River Rd Bakersfield, CA 93311

Subcontractor: Sierra Transport Inc.

Name: Keith Lutrel Title: Secretary
 Address: 12856 Old River Rd Bakersfield, CA 93311

Subcontractor: Sierra Transport Inc.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

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

CERTIFICATION

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

Date: 4/2/14 Signature: Jennifer Stowe

Name: Jennifer Stowe

Title: Business Manager

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

Attachment 18

IRAN CONTRACTING ACT OF 2010 AFFIDAVIT

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

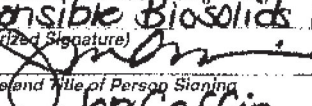
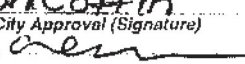
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
Responsible Biosolids Management, Inc.		77-0403663
By (Authorized Signature)		
		
Print Name and Title of Person Signing		
Jon Coffin		
Date Executed	City Approval (Signature)	(Print Name)
2/4/14		EMMANUEL ALLOTT

OPTION #2: EXEMPTION

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

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