Date: August 24, 2020

To: Fernando Campos, Executive Officer
   Board of Public Works

From: The Office of Accounting
       for
       Bureau of Sanitation

Re: AE 21508927M – Construction and Demolition Recycling, Inc. (CDR) -
   $3,628,645.00

The Department’s procedures require that the attached Authority be approved by the Board of Public Works.

Please schedule it on the Board agenda for next meeting.

After approval by the Board, please transmit it to a Commissioner for approval as “Head of Department”. The approved document should then be returned to the Office of Accounting for further processing. Please return it to:

   PW-OFFICE OF ACCOUNTING
   SPECIAL FUNDS
   Attn: Rachel Yo

   Mail Stop 477
   Room 924, City Hall

For additional information, if needed, please call Rachel Yo at (213) 978-0924.

Bureau of Sanitation contact: Deborah Peoples (213) 485-2696
## CITY OF LOS ANGELES

### AUTHORITY FOR EXPENDITURE

**Dept.**  | PUBLIC WORKS / LA SANITATION  
**Doc Code**  | GAEAE  
**Doc Dept. Co.**  | 50  
**Document ID.**  | AE  
**F.Y.**  | 20  
**Authority No.**  | 508927M  
**Document Date**  | 07/01/20  
**Accr. Period**  | P

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<th>ACTION</th>
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<th>ADJUSTMENT (M)</th>
<th>VENDOR CODE</th>
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<th>SB OR RS ID NO.</th>
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<th>DOCUMENT TOTAL</th>
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</thead>
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**TO:** CONSTRUCTION  
AND DEMOLITION RECYCLING, INC. (CDR)  
8990 Atlantic Ave.  
South Gate, CA 90280  
Carlos Herrera (323) 357-7890

**PLEASE FURNISH TO THE CITY OF LOS ANGELES, CARE OF (GIVE ADDRESS):**  
PUBLIC WORKS / LA SANITATION / SRPCD  
1149 S. Broadway, 5th Floor  
Los Angeles, CA 90015  
John Hamilton (213) 847-2700

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Fund</th>
<th>Dept.</th>
<th>Appropriation Unit</th>
<th>Object</th>
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<td>30400</td>
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<td>$1,794,022.00</td>
<td>S02PHLES</td>
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<td>$1,632,888.00</td>
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For:  
Page 1 of 2: This AE is necessary as a temporary agreement to continue hauling services from CLARTS until a new request for proposals RFP is issued for a longer term contract. Continuous hauling services are an essential operation at CLARTS and the City's waste management program. Authorize the President or two members of the Board of Public Works to execute this service agreement. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures. Term Dates: July 1, 2020 - June 30, 2021  
Council District: 14  
Fund: 508 - Solid Waste Resource Revenue Fund (SWRF)  
There is no impact to the General Fund.

(Signatures appear on page 2 of 2)

**TO THE OFFICE OF THE CONTROLLER:**  
PURSUANT TO PROVISIONS OF THE CITY CHARTER AND TO THE ANNUAL DEPARTMENTAL BUDGET APPROPRIATIONS OR OF APPROPRIATIONS MADE SUBSEQUENT TO THE BUDGET. THIS IS AUTHORITY TO ISSUE A DEMAND ON THE FUND AND DEPARTMENT DESCRIBED ABOVE.

<table>
<thead>
<tr>
<th>Bureau or Division Head</th>
<th>Date</th>
<th>Head of Department</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td></td>
<td>CITY ATTORNEY APPROVAL OF AFE OVER $5,000</td>
<td></td>
</tr>
</tbody>
</table>

READ THIS CAREFULLY: THIS A.F.E. MUST BE APPROVED FOR FUNDS BY THE CITY CONTROLLER BEFORE SERVICE IS RENDERED. THIS FORM SHALL NOT BE USED FOR THE PURCHASE OF MATERIALS. SUPPLIES OR RENTAL OF EQUIPMENT. INVOICES IN DUPLICATE MUST BE FORWARDED TO THE DEPARTMENT TO WHICH SERVICES WERE RENDERED.

<table>
<thead>
<tr>
<th>(1) Document Number</th>
<th>Name and Address of Department Must Appear on All Invoices</th>
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<tr>
<td>(2) In Case of a Delay in Payment of Invoice Beyond 30 Days Following the Date of Invoice, Please Notify the Controller in Writing Giving Reference to A.F.E. Number, and State to What Department Service Was Rendered</td>
<td></td>
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</table>

**Deborah Peoples 7/1/20**
CITY OF LOS ANGELES

AUTHORITY FOR EXPENDITURE

FOR
8/24/2020

TO: CONSTRUCTION AND DEMOLITION RECYCLING, INC. (CDR)
9800 Atlantic Ave.
South Gate, CA 90280
Carlos Herrera (323) 357-7890

PLEASE FURNISH TO THE CITY OF LOS ANGELES, CARE OF (GIVE ADDRESS)
PUBLIC WORKS / LA SANITATION / SRPCD
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015
John Hamilton (213) 847-2700

LINE NO. FUND DEPT. APPR. UNIT OBJECT DOB DESCRIPTION AMOUNT ID
03 508 50 50TX82 304 30400 Pay Hauling Services Fees - Green Waste $201,735.00 S02PHLBR

FOR:
Page 2 of 2: This AE is necessary as a temporary agreement to continue hauling services from CLARTS until a new request for proposals RFP is issued for a longer term contract. Continuous hauling services are an essential operation at CLARTS and the City’s waste management program. Authorize the President or two members of the Board of Public Works to execute this service agreement. This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by Citypdx) sent by e-mail shall be deemed original signatures. Term Dates: July 1, 2020 - June 30, 2021 Council District: 14 Fund: 508 - Solid Waste Resource Revenue Fund (SWRF) There is no impact to the General Fund.

TO THE OFFICE OF THE CONTROLLER:
PURSUANT TO PROVISIONS OF THE CITY CHARTER AND TO THE ANNUAL DEPARTMENTAL BUDGET APPROPRIATIONS OR OF APPROPRIATIONS MADE SUBSEQUENT TO THE BUDGET. THIS AUTHORITY TO ISSUE A DEMAND ON THE FUND AND DEPARTMENT DESCRIBED ABOVE.

BUREAU OR DIVISION HEAD for
Enrique C. Zaldívar, Director

HEAD OF DEPARTMENT
Board of Public Works

ACCOUNTING
Miguel De La Peña, Director

CITY ATTORNEY APPROVAL OF AFE OVER $5,000
Adena Hopenstand, Deputy Attorney

READ THIS CAREFULLY: THIS A.F.E. MUST BE APPROVED FOR FUNDS BY THE CITY CONTROLLER BEFORE SERVICE IS RENDERED. THIS FORM SHALL NOT BE USED FOR THE PURCHASE OF MATERIALS, SUPPLIES OR RENTAL OF EQUIPMENT. INVOICES IN DUPLICATE MUST BE FORWARDED TO THE DEPARTMENT TO WHICH SERVICES WERE RENDERED.

1. DOCUMENT NUMBER, NAME AND ADDRESS OF DEPARTMENT MUST APPEAR ON ALL INVOICES.
2. IN CASE OF A DELAY IN PAYMENT OF INVOICE BEYOND 30 DAYS FOLLOWING THE DATE OF INVOICE, PLEASE NOTIFY THE CONTROLLER IN WRITING GIVING REFERENCE TO A.F.E. NUMBER, AND STATE TO WHAT DEPARTMENT SERVICE WAS RENDERED.

Deborah Peoples 7/21/20
LETTER OF AGREEMENT
BETWEEN
CONSTRUCTION AND DEMOLITION RECYCLING, INC.
AND
CITY OF LOS ANGELES
FOR
HAULING SERVICES UTILIZING COMPRESSED NATURAL GAS TRACTOR-TRAILERS

WHEREAS, the City of Los Angeles (City) has a need for hauling services for solid waste transportation from the Central Los Angeles Recycling & Transfer Station (CLARTS) to designated disposal sites; and

WHEREAS, the Vendor, Construction and Demolition Recycling, Inc. (CDR) possesses the required expertise, equipment, and ability to complete the tasks required; and

WHEREAS, the City is committed to providing solid waste transfer operations at CLARTS; and

WHEREAS, this Letter of Agreement (LOA or Agreement) is being used by the City to secure hauling services utilizing fifteen (15) Compressed Natural Gas (CNG) tractor-trailers that comply with South Coast Air Quality Management District (SCAQMD) Rule 1193; and

WHEREAS, the Vendor’s services are deemed to be vital for the City’s compliance with SCAQMD and commitment to protecting the public health and environment, maintaining safe work environments, and efficient operations; and

WHEREAS, Rule 1193 of SCAQMD requires that all tractor-trailers hauling waste from municipalities be alternative fuel (non-diesel) tractor-trailers, effective January 1, 2020; and

WHEREAS, the Vendor will provide temporary services until the City releases a Request for Proposals (RFP) for additional hauling services utilizing CNG trucks; and

WHEREAS, the City requires a minimum number of tractor trailers to continue normal operations at CLARTS, and through existing contracted services only twenty-eight (28) tractor-trailers were procured, thus, the Vendor is needed to provide the remaining fifteen (15) CNG tractor-trailer(s); and
WHEREAS, pursuant to Los Angeles City Charter section 371(e)(2) and section 372, the Vendor will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the City’s interests; and

WHEREAS, by affixing the Vendor’s signature to this LOA, the Vendor agrees to adhere to the Non-Discrimination, Equal Employment Practices and Affirmative Action Program Provisions for the duration of this Agreement and also acknowledges their responsibility to comply with the Non-Discrimination, Equal Employment Practice and Affirmative Action provisions as shown in the attachment to this LOA; and

WHEREAS, the Non-Fuel transportation fees used from January 1, 2020 to June 30, 2020 shall be adjusted on July 1, 2020, to reflect the cumulative changes in the Consumer Price Index (CPI-U) for that six month period;

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

**Term of the Agreement:**

The term of this Agreement shall cover services from July 1, 2020 to June 30, 2021 and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement. Performance shall not commence until the Vendor has obtained the City’s approval of required documents described in this Agreement, and is in receipt of those and/or other documents as described in this Agreement.

**Statement of Work to be Provided by the Vendor:**

The Vendor shall provide services which are as follows:

The Vendor shall haul solid waste from CLARTS to designated sites as delegated solely by the City. The Vendor shall provide and dedicate for exclusive use at CLARTS, a minimum of fifteen (15) CNG tractor-trailers that are compliant with Federal, State and local regulations including those regarding air quality for purposes of performing services to the City. The Vendor shall follow all standard procedures for loading, un-loading, tarping, un-tarping, and driving at CLARTS and at designated sites.

Should the Vendor determine a need to alter the services described, a request must be submitted to the City in writing. The Vendor shall not alter such services without the City’s written approval.
Site Description
The City owns and operates the CLARTS located at 2201 E. Washington Blvd., Los Angeles, CA 90021. CLARTS has a permitted capacity to accept 4,025 tons per day (tpd) of "nonhazardous solid waste" as defined by California Code of Regulations, Title 23, Chapter 3, Subchapter 15, Section 2523, adopted November 26, 1984, which includes residential, commercial, industrial and demolition waste. Currently 3,200 tpd of solid waste is transported from CLARTS to designated sites.

Description of Vendor’s Equipment
The CNG tractor-trailers listed in Table 1 are solely dedicated to the transportation of solid waste from the CLARTS to designated sites. Effective immediately, all tractors shall be alternative-fuel tractor-trailers to comply with SCAQMD Rule 1193.

Table 1: Vendor Equipment

<table>
<thead>
<tr>
<th>Count</th>
<th>Make &amp; CDR ID</th>
<th>Model</th>
<th>Year</th>
<th>Engine Family</th>
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<td>1</td>
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<td>567</td>
<td>2020</td>
<td>Cummins / KCEXH0729XBC</td>
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<td>2</td>
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<td>Cummins / KCEXH0729XBC</td>
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<td>Cummins / KCEXH0729XBC</td>
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<td>Cummins / KCEXH0729XBC</td>
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<td>Cummins / KCEXH0729XBC</td>
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<td>8</td>
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<td>2020</td>
<td>Cummins / KCEXH0729XBC</td>
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<td>Cummins / KCEXH0729XBC</td>
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<td>10</td>
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<td>Cummins / KCEXH0729XBC</td>
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<td>11</td>
<td>Peterbilt T</td>
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<td>2020</td>
<td>Cummins / KCEXH0729XBC</td>
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<td>12</td>
<td>Peterbilt T</td>
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<td>Cummins / KCEXH0729XBC</td>
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<tr>
<td>13</td>
<td>TBD</td>
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<td>15</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>CNG</td>
</tr>
</tbody>
</table>
The Vendor’s assignment of equipment listed in Table 1 to another facility or other operation, without prior notice and written approval by the City, is grounds for terminating this agreement with the Vendor. Upon written notification from the City that certain equipment will not be needed for the normal operation of CLARTS, the Vendor has the right to assign equipment listed in Table 1 to any other facility. However, the equipment shall be returned within one week upon written direction by the City that this equipment is needed to maintain normal operations at CLARTS. The Vendor shall have the right to replace the equipment listed in Table 1 with other comparable equipment after notifying the City in writing. Vendor shall have a period of fifteen (15) business days to replace equipment lost, due to total loss accidents and/or fire and theft.

At the City’s discretion, the City may refuse to allow transfer vehicles to operate at the CLARTS with a tare weight exceeding 34,000 lbs. for a truck combined with a tipper trailer, and 36,000 lbs. for a truck combined with a walking floor trailer and a trailer length that is less than 48 feet. Spread axle trailers shall not be allowed.

**Responsibilities and Services to be Performed by the Vendor**

Services shall include, but not be limited to the following:
Vendor shall perform the services described herein with a degree of skill and diligence normally employed by Vendors performing the same or similar services. The Vendor shall deliver all solid waste hereunder in such quantities and to such designated sites as designated solely by the City. Normally the City’s dispatcher will designate the designated site to which each load of solid waste is to be transported. The Vendor agrees to perform all deliveries of solid waste in a prompt and efficient manner. The City has commitments to various designated sites for daily volume and certain designated sites close early in the day due to certain limitations in place at the designated sites.

Therefore, the Vendor shall adhere to its City dispatch instructions. Unless the result of an occurrence beyond the control of Vendor, or due to an act or omission on the part of the City, if the Vendor does not deliver the load within a prompt and efficient period of time (taking into account the quantity of tractors and trailers required under this Agreement, and the hours of operation and locations of the designated sites), or fails to follow instructions from the City dispatcher on a recurring basis (more than one occurrence), the City may, in addition to other remedies available to the City, suspend the Vendor’s right to haul solid waste from CLARTS and terminate this agreement and recover damages against the Vendor upon written notice and CONTRACTOR given 10 days to remedy.

The Vendor agrees to provide at its own expense and to dedicate for exclusive use at CLARTS, a minimum of fifteen (15) CNG tractor-trailer units that are compliant with
Federal, State and local regulations including those regarding air quality for purposes of performing services to City hereunder. The City may request additional CNG tractor-trailers above the required minimum due to an increase in hauling services demand, or shortage of CNG tractor-trailers available to the City, and Vendor may accept or decline such requests to supply additional CNG tractor-trailers above the required minimum.

Each vehicle/trailer unit shall be the appropriate size to fit in the CLARTS tunnel and under the port to avoid refuse spillage during loading. Each vehicle shall have the capacity to haul a 22 ton payload of waste for walking floor trailers, and 24 tons for tipper trailers, and the average payload for all the tractor/trailer units provided hereunder will not be less than 23 tons (fleet average). At the City’s written request, the Vendor shall provide more than 50% of its CLARTS dedicated fleet to be equipped with tipper trailers but no less than two walking floor trailers in the fleet. The City reserves the right to load the Vendor’s trailers to any weight of the City’s choosing that does not exceed legal limits. If overloading is the direct result of a scale error, scale malfunction or loading operator, the Vendor may at his own discretion submit a request for additional compensation to the City to review for approval at the City’s sole discretion. The City shall not be obligated to utilize the contracted capacity of the Vendor to haul waste. Vendor understands that other contract transportation service providers employed at CLARTS will haul waste for the City and waste deliveries to CLARTS may change, and therefore, this Agreement is nonexclusive and has no guaranteed minimum number of hauls per day.

The Vendor shall be responsible for placing its empty trailers in the loading tunnels at CLARTS in order for the City to load the waste into its trailers. City will tamp the load so as to allow Vendor to tarp its trailers.

The Vendor shall also be responsible for tarping and untarping the trailers and shall not allow any waste to blow out of or fall from its trailers during the hauling and transportation of waste to the designated sites. The Vendor shall use a solid 18 oz. material vinyl tarp or equivalent to cover loads to assist the City in complying with SCAQMD Rule 410 regarding odor management practices at transfer stations.

The Vendor acknowledges and agrees to allow the City to (i) tamp with its equipment while loading waste into the vendor’s trailers, (ii) add or remove waste from the Vendors trailers in order to achieve proper payloads, and (iii) load waste into the Vendor’s trailers with a payload of not less than twenty-two (22) tons for walking floor trailers and twenty-four (24) tons per load for tipper trailers. City will perform loading operations so as not to damage the trailers, reasonable wear and tear accepted. The Vendor must immediately notify the City of any alleged damage to the Vendor’s equipment that is caused by the City which the Vendor believes is not due to normal wear and tear, and both parties must agree to reasonable repairs paid for by the City.
The Vendor shall be solely responsible for all aspects of transportation of waste to the designated sites, and agrees to provide and operate all vehicles and otherwise engage in the safe transportation and unloading of waste according to generally accepted standards for the transportation, loading, and unloading of waste. All Vendor operations shall be under the direction and supervision of qualified, trained personnel, and in accordance with (i) the terms of this Agreement, and (ii) all applicable laws, ordinances, regulations and orders. The Vendor shall employ competent, able and legally qualified drivers to operate the vehicles and provide adequate supervision of their actions. All expenses relating to the Vendor's employees shall be paid directly by the Vendor. The Vendor's employees shall operate all vehicles in an efficient, safe, courteous and lawful manner and in compliance with federal, state, and local laws, regulations, statutes or rules applicable thereto. The Vendor assumes responsibility for any act or omission of its employees, agents and all others working under the Vendor's direction.

**Employer Pull Notice (EPN) Program**

The Vendor shall have all drivers enrolled in the Employer Pull Notice (EPN) Program as sponsored by the California Department of Motor Vehicles for the purpose of encouraging safety. The Vendor shall produce driver records every six months to the City consisting of an action/activity report from the EPN Program. The City, at its sole discretion, may ban any driver from operating at CLARTS who has an unsatisfactory record of performance under the EPN Program. Repeated records of unsatisfactory performance under the EPN Program by the Vendor’s drivers are grounds for terminating the Agreement. The Vendor shall submit a signed copy of acknowledging commitments to have drivers enrolled in the EPN Program.

The Vendor acknowledges that waste received at CLARTS may vary in quantity from time to time. The Vendor shall be responsible for coordinating and dispatching the vehicles and trailers necessary to transport waste to the designated sites. The Vendor shall provide vehicles, and trailers that are in good, clean, sanitary condition, free of contaminants, and suitable for hauling waste to the designated sites. The Vendor shall maintain the vehicles in good repair, condition and appearance so as to assure minimum service interruption and to assure that the vehicles are safe and in compliance with the terms of this Agreement and all applicable laws. The Vendor agrees not to perform any major maintenance on the vehicles while at the CLARTS. The City may allow the Vendor to perform minor maintenance on vehicles such as changing flat tires and making minor lighting repairs at CLARTS. All other repairs must be performed off-site or as approved by the City on an as-needed basis. The City has the right, but not the obligation, to inspect any equipment furnished by the Vendor, which arrives at the CLARTS or the designated sites. The Vendor agrees to operate the vehicles at all times in a safe manner, in full compliance with all speed limits and other highway and traffic safety laws and the rules and regulations of the CLARTS and designated sites. Repeated violations of rules and regulations of CLARTS and designated sites is grounds for terminating the Agreement with the Vendor.
All Vendor vehicles and trailers to be used at CLARTS must be registered in the Biennial Inspection of Terminals (BIT) Program as administered by the California Highway Patrol (CHP). The Vendor agrees to permit the City upon request to review records of all fleet vehicles enrolled in the BIT Program. Repeated records of unsatisfactory maintenance of vehicles as revealed through the BIT Program is grounds for terminating the Agreement with the Vendor.

The Vendor accepts all risks of depreciation, loss or damage to the vehicles used to transport waste to the designated sites, and agrees to pay all operating costs, license plates, permits, taxes and other costs associated with ownership and operation of said vehicles.

The Vendor shall assure that all loads transported to the designated sites are in compliance with all local, state, and federal legal weight restrictions. The Vendor shall be fully responsible for any and all injuries, damages, and fines, except to the extent those injuries, damages or fines result from and are the result of the City’s gross negligence or willful misconduct.

All Vendor vehicles entering the CLARTS or the designated sites shall display identification consistent with the Vendor’s equipment schedule in Table 1. The City shall not be obligated to provide access to the CLARTS or the designated sites to any vehicle not bearing identification listed in Table 1. The Vendor shall not be deemed the owner of any waste loaded onto the Vendor’s trailers at the CLARTS. If the designated site determines that any waste delivered by the Vendor is unacceptable for disposal, the City shall remain obligated to pay the Vendor in accordance with the terms of this Agreement for such loads. In addition, the City shall reimburse the Vendor for the actual cost of transportation to deliver the load to an alternative location, as directed and determined by the City.

Compensation for transportation to alternate sites will be in accordance with fees listed in Table 2.

**Permits**

The Vendor and its directors, officers, partners, agents, employees, and Sub-Vendors, to the extent allowed hereunder, shall obtain and maintain all permits, licenses, certifications, and other documents necessary for the Vendor’s performance of the services hereunder and shall pay any fees required therefore. Vendor certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**Terms of Compensation:**

For the complete and satisfactory performance of the terms of this Agreement, the City shall pay to the Vendor an amount not to exceed Four Million, Nine-Hundred-Eighty-Nine Thousand, Three Hundred-Eighty-Six Dollars ($4,989,386).
The rates to haul solid waste to various disposal sites are as follows:

**Table 2: Hauling Fees per Designated Site**

<table>
<thead>
<tr>
<th>Designated Sites (Mileage RT)¹</th>
<th>Address of Designated Sites</th>
<th>Service Fee</th>
<th>CNG Fuel Cost²</th>
<th>Non-CNG Fuel Cost</th>
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<td>El Sobrante (128)</td>
<td>10810 Dawson Cyn Rd</td>
<td>$499.72</td>
<td>$106.42</td>
<td>$393.30</td>
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<tr>
<td>Sunshine (60)</td>
<td>14747 San Fernando Rd</td>
<td>$294.24</td>
<td>$49.89</td>
<td>$244.35</td>
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<td>Bradley (42)</td>
<td>9081 Tujunga Ave.</td>
<td>$223.21</td>
<td>$34.92</td>
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<td>Antelope Valley (132)</td>
<td>1200 West City Ranch Rd</td>
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<tr>
<td>Simi Valley (92)</td>
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<td>$76.49</td>
<td>$274.07</td>
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<tr>
<td>CR&amp;R Transfer (50)</td>
<td>11232 South Knott Ave</td>
<td>$268.20</td>
<td>$41.57</td>
<td>$227.63</td>
</tr>
<tr>
<td>CR&amp;R-Lamont (224)</td>
<td>1261 N. Wheeler Ridge Rd</td>
<td>$793.87</td>
<td>$185.24</td>
<td>$607.63</td>
</tr>
<tr>
<td>Victorville (184)</td>
<td>18600 Stardard Wells Rd</td>
<td>$647.69</td>
<td>$152.98</td>
<td>$494.71</td>
</tr>
<tr>
<td>Brea Landfill (74)</td>
<td>1942 Valencia Avenue</td>
<td>$340.22</td>
<td>$61.53</td>
<td>$278.69</td>
</tr>
<tr>
<td>Lopez Landfill (55)</td>
<td>11950 Lopez Canyon Road</td>
<td>$276.32</td>
<td>$45.73</td>
<td>$230.59</td>
</tr>
<tr>
<td>Mid Valley (108)</td>
<td>2390 Alder Avenue</td>
<td>$434.60</td>
<td>$89.79</td>
<td>$344.81</td>
</tr>
<tr>
<td>Rainbow Environmental (86)</td>
<td>17121 Nichols Lane, Huntington Beach, CA 92647</td>
<td>$303.44</td>
<td>$54.87</td>
<td>$248.57</td>
</tr>
<tr>
<td>Perris (148)</td>
<td>1706 Goetz Rd.</td>
<td>$549.39</td>
<td>$123.05</td>
<td>$426.34</td>
</tr>
<tr>
<td>Other Destinations for over 100 miles and less than 300 miles return</td>
<td>$3.54/mile</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Mileage Round Trip (RT), from CLARTS to Designated Sites, and back to CLARTS
² Example of CNG Cost, [$2.91/Gallon Gallon Equivalent (GGE)]* [RT/3.5]

Supporting documentation for all labor, expenses, and material charges billed must accompany invoices submitted for payment.
The reimbursement for expenses incurred in the performance of this Agreement shall be made only upon acceptance by the City of the Vendor's invoice and supporting documentation.

**General Payment Obligation**

The City’s sole payment obligation for all services to be provided under the terms of this Agreement shall be payment of per-load fee for hauling waste delivered for the City. Beginning with the first calendar month following the Agreement Execution Date, on a biweekly basis thereafter, the Vendor will be responsible for preparing and submitting, in a form suitable to the City, an invoice indicating the amount due and payable by the City for services rendered in the prior two weeks. This invoice will include the waste manifests or bills of lading as backup documents for hauling charges. Records shall be maintained at the Vendor’s office for inspection and verification by the City. The City shall pay the amount due to the Vendor, when submitted on a proper invoice, in accordance with existing City payment practices. The City shall make a good faith effort to pay the Vendor the full amount within thirty (30) business days of receipt of invoice.

The Vendor shall prepare biweekly invoices on the following basis:

The invoices shall be for work that has been completed to the City’s satisfaction. The Vendor is responsible for the preparation of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, waste tickets and other documents of proof as may be reasonably required by the City to establish the monetary amount of such invoices as being allowed. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the Vendor. The City will not compensate the Vendor for any costs incurred for invoice preparation.

Invoices shall be prepared in such form and supported by such copies of invoices, waste tickets and other documents of proof as may be reasonably required by City to establish the amount of such invoices as allowable expenses. Vendor must provide an explanation for any item that falls short of the planned utilization with specific plans and recommendations for recovering any shortfalls in utilization. All invoices shall be subject to audit.

**Supporting Documentation and other Invoice Items**

An invoice shall only be considered complete when it is accompanied by all of the appropriate supporting documentation as specified herein.

**Transportation Fees**

The City shall pay the Vendor the transportation fees for the transportation of waste from the CLARTS to the designated sites according to the fees per load specifically set forth on Table 2 hereto, which includes all applicable Fees and Taxes.
Non-Fuel Transportation CPI Rate Adjustment on July 1, 2020

The Non-Fuel transportation fees in Table 2 shall be adjusted on July 1, 2020 to reflect the cumulative changes in the Consumer Price Index (CPI-U) from January 2020 compared with the CPI-U for June in the same fiscal year not to exceed five percent (5%) per year. Since CPI statistics for any particular month are not available until the middle of the following month, the CONTRACTOR will submit an additional invoice in July reflecting the CPI adjustment effective from July 1st to the published date of the June CPI statistics.

\[
\text{IN} = \frac{(\text{CPI-U}_a - \text{CPI-U}_b)}{\text{CPI-U}_b}
\]

where

\[
\text{IN} = \text{the semi (six month) annual inflation factor}
\]

\[
\text{CPI-U}_a = \text{the published CPI-U for June 2020.}
\]

\[
\text{CPI-U}_b = \text{the published CPI-U for January 2020.}
\]

The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles-Long Beach-Anaheim, CA, all urban consumers.

The City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the LOA. The City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the Agreement.

In the event that any waste is required by the City to be delivered to a site or facility not designated in Table B, the payment for such waste transportation shall be based on a unit rate per load-mile, plus fuel adjustment for a round trip distance of equal or longer than 100 miles but not to exceed 300 miles. For round trip distances less than 100 miles, the transportation fee shall be mutually agreed to by both parties.

CNG Transportation Fees and Fuel Adjustment

The transportation fee will be the sum of the non-fuel fee and fuel cost. The non-fuel fee per designated site is shown on Table 2. The fuel cost will be adjusted by the CNG price per Gas Gallon Equivalent (GGE). The Transportation Fuel Adjustment will be determined as stated and shown below:

Transportation Fuel Adjustment Calculation for CNG-Fuel:
RT = Round trip miles (miles); per Table 2
CNG MPG = CNG Miles per gallon (miles/GGE); baseline 3.5 mpg, the MPG will be adjusted to the avg value as determined from the fleet data.
CNGV = CNG Fuel Volume per round trip = RT/CNG MPG
GGE = Gasoline Gallon Equivalent

For CNG, Fuel Price for the purpose of this formula will be provided by Vendor using fuel pricing paid by the Vendor’s fleet servicing CLARTS and stated in the Vendor’s invoices and available for audit by the Vendor on 30 days notice from the City to the Vendor. Most current fuel pricing not more than one month from invoice date is to be used to determine CNG Fuel Cost for all loads in such invoice. For the purpose of calculating the fuel fee, 3.5 MPG will be used from the LOA execution date until a fleet average MPG adjustment is performed using the contractor’s certified records of fuel usage. The first adjustment will be made one month after the execution date and on January 1, 2021.

CNGP = Average Fleet Fuel Price per GGE ($2.91 per GGE example price)
CNG COST = CNG Fuel ($/Load) = CNGV x CNGP
(*) CNG COST value is calculated per destination using RT miles.

Transportation = Non Fuel Fee + CNG Fuel Cost
Fee

**Invoice Submittal**
Vendor shall submit all invoices to:
Central Los Angeles Recycling & Transfer Station
Attn: Billings
2201 E Washington
Los Angeles, CA 90021

**Invoice Submittal Deadline**
The City shall not be responsible for payment of invoices or supplemental invoices submitted to the City more than six (6) months after the date of expiration of the Agreement.

**Invoice Approval and Processing**
Payments shall be made upon the submission of a complete and accurate invoice. The City shall review the Vendor’s invoice and attachments and notify Vendor of exceptions or disputed items within thirty (30) business days of receipt of invoice. If an invoice is not properly submitted, then a new thirty (30) business day review period will begin upon
receipt of a corrected invoice by the City. To expedite the approval process, vendors are encouraged to submit draft invoices for review, prior to submitting a final invoice.

**Bonds**
All bonds shall conform to City requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

As security for performance under the terms of this Agreement, the Contractor shall furnish, as of the execution date, a performance bond in a form acceptable to the City, which will extend for the life of the Contract. The amount of the bond shall be equivalent to one-hundred percent (100%) of the value of the agreement price awarded. All bonds must be executed by a responsible corporate surety authorized to issue bonds in the State of California, secured through an authorized Agent and in a form acceptable to the City. The City reserves the right to deduct from the bond, any amount, up to and including the full amount of the bond, as stated herein, owed to the City, by Contractor, as compensation to City for failure to adhere to the terms and conditions of the Agreement.

**Standard Provisions:**
Vendor agrees to comply with the provisions outlined in the City’s “Standard Provisions for City Contracts” (Rev. 10/17 v.3), which are incorporated herein by reference. Vendor is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this Agreement;

Vendor also agrees that unless otherwise exempt by the provisions of the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

**Applicable Law, Interpretation and Enforcement**
Each party’s performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction
over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

**Ratification**
At the City’s request Vendor has performed services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Vendor and ratifies Vendor’s performance of said services.

**Counterparts**
This Letter of Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by email shall be deemed original signatures.
Signature Page
In witness whereof, the City of Los Angeles and CDR AUTO PARTS, INC., have caused this Agreement to be executed by their duly authorized representatives:

For: Construction Demolition and Recycling
By: Carlos Herrera
Name: Carlos Herrera
Title: President
Date: 6-9-2020

For: THE CITY OF LOS ANGELES
By: 
Name: 
Title: Commissioner
Department: BOARD OF PUBLIC WORKS
Date: 

For: THE CITY OF LOS ANGELES
By: 
Name: 
Title: Commissioner
Department: BOARD OF PUBLIC WORKS
Date: 

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: Adena Hopenstand
Name: ADENA M. HOPENSTAND
Title: Deputy City Attorney
Department: City-ATTORNEY
Date: August 21, 2020
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PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.
PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
PSC-8. **Suspension**

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

PSC-9. **Termination**

A. **Termination for Convenience**

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

B. **Termination for Breach of Contract**

1. Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. If the default under this Contract is due to CONTRACTOR'S failure to maintain the insurance required under this Contract, CONTRACTOR shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of
services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY’S requirements.

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

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

5. Acts of Moral Turpitude

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

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

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

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of CONTRACTOR.

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

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

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

C. In the event that this Contract is terminated, CONTRACTOR shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of CITY. If CITY permits the use of Subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. CITY has the right to approve CONTRACTOR'S Subcontractors, and CITY reserves the right to request replacement of any
Subcontractor. CITY does not have any obligation to pay CONTRACTOR'S Subcontractors, and nothing herein creates any privity of contract between CITY and any Subcontractor.

PSC-12. Assignment and Delegation

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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


For the duration of this Contract, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by CITY, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by CITY regarding

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3] 6
performance of this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

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

PSC-17. **Bonds**

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

PSC-18. **Indemnification**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. **Intellectual Property Indemnification**

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its Subcontractors, in performing the work under this Contract; or (2) as a result of CITY'S actual or intended use of any Work Product (as defined in PSC-21) furnished by CONTRACTOR, or its Subcontractors, under this Contract. The rights and remedies of CITY provided in this section shall not be exclusive.
and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

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

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

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

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

Any subcontract entered into by CONTRACTOR relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.
PSC-22. **Data Protection**

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

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

PSC-23. **Insurance**

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

PSC-24. **Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer CITY the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.
PSC-25. **Warranty and Responsibility of Contractor**

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

PSC-26. **Mandatory Provisions Pertaining to Non-Discrimination in Employment**

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

A. CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and CITY. In performing this Contract, CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

CONTRACTOR represents and certifies that:


B. CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person’s relationship to, or association with, a person who has a disability;

C. CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.
PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

Rights granted to CONTRACTOR by CITY may create a possessory interest. CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, CONTRACTOR shall pay the property tax. CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.
PSC-43, **Confidentiality**

All documents, information and materials provided to CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this Contract (collectively "Confidential Information") are confidential. CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by CITY or as required by law. CONTRACTOR shall immediately notify CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.
EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

6. Workers’ Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake
self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

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

**Name:** ___________________________  
**Date:** ___________________________

**Agreement/Reference:** ____________________________________________

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.

<table>
<thead>
<tr>
<th><strong>Limits</strong></th>
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<tbody>
<tr>
<td><strong>Workers' Compensation (WC) and Employer's Liability (EL)</strong></td>
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<tr>
<td><strong>General Liability</strong></td>
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<tr>
<td><strong>Automobile Liability</strong> (for any and all vehicles used for this contract, other than commuting to/from work)</td>
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<tr>
<td><strong>Professional Liability (Errors and Omissions)</strong></td>
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<tr>
<td><strong>Property Insurance</strong> (to cover replacement cost of building as determined by insurance company)</td>
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<tr>
<td><strong>Pollution Liability</strong></td>
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<tr>
<td><strong>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</strong></td>
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<tr>
<td><strong>Crime Insurance</strong></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
</tr>
</tbody>
</table>

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**STANDARD PROVISIONS**

FOR CITY CONTRACTS (Rev. 10/17) [v.3] 18
**LWO – DEPARTMENTAL DETERMINATION FORM**

**REQUIRED DOCUMENTATION FOR ALL CONTRACTS**

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance AFTER THE CONTRACT HAS BEEN EXECUTED. INCOMPLETE SUBMISSIONS WILL BE RETURNED. Please refer to the endnotes for more details.

### AWARDING DEPARTMENT INFO

<table>
<thead>
<tr>
<th>Dept: PW/ SANITATION</th>
<th>Contract Administrator: Erik Hillbrand</th>
<th>Contact Phone: (213) 485-3015</th>
<th>MS# 624</th>
</tr>
</thead>
</table>

### CONTRACT INFO

<table>
<thead>
<tr>
<th>Contractor Name: CONSTRUCTION AND DEMOLITION RECYCLING INC</th>
<th>Contract #: AE21508927M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Address: 8990 ATLANTIC AVE</td>
<td>City: SOUTH GATE State: CA Zip: 90280-3505</td>
</tr>
<tr>
<td>Project/Contract Name: CLARTS Hauling Services</td>
<td></td>
</tr>
<tr>
<td>Purpose of Contract: To trans-load solid waste from CLARTS to City-designated sites.</td>
<td></td>
</tr>
<tr>
<td>Contract Amount: $3,628,645.00</td>
<td>Term: Start Date 07/01/20</td>
</tr>
</tbody>
</table>

### SECTION I: DETERMINING APPLICABILITY TO LWO

1. Check off ONE box that best describes the contract, then Continue to #2: This is a [ ] New Contract [ ] Contract Ammdmt # __
2. If you checked off “New Contract” above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.
3. If you checked off “Contract Amendment” Please answer the following questions about the original contract:
   a. Was the original contract subject to the LWO? [ ] Yes [ ] No
      If you checked off YES, please note what type of exemption it received:
   b. Was the original contract approved for an exemption? [ ] Yes [ ] No
4. If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.
   If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.
5. Check off ONE box in Parts A, B, C or D below that best describes the contract, then Continue to #6:
   These are contracts NOT SUBJECT, NOT APPLICABLE to LWO: These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE to LWO:

#### PART A

- [ ] Service contract that is less than 3 months OR $25,000 or less
- [ ] Other governmental entity
- [ ] Purchase or rental of goods, equipment, property
- [ ] Construction contract
- [ ] Funded by Business Improvement District (BID) assessment money
- [ ] Financial assistance is below both LWO CFAR thresholds:
  a. Financial assistance must be less than $1 Million in a 12-month period AND
  b. Is less than $100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).

6. If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.
7. If you checked off a box in Part B or C, SKIP TO #9.
8. If you checked off the box in Part D, SKIP TO #13.
9. If you have a service contract, answer questions a, c and d ONLY, then Continue to #10.
   a. Are some of the services rendered by employees whose work site is on property owned by the City? [ ] Yes [ ] No
   b. Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)? [ ] Yes [ ] No
   c. Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources? [ ] Yes [ ] No
   d. Has the DAA determined in writing that coverage would further the proprietary interests of the City? [ ] Yes [ ] No
10. If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, continue to #11.
11. You DID NOT check off ANY boxes in the YES column. This contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: http://bca.laciti.org/index.cfm?m=ex&nt=body=div OCC lwo forms.cfm, then Continue to #12.
12. Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC. If NO, Continue onto SECTION IV.
13. Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.
   a. [ ] Does the agreement intend to promote economic development?
14. If you checked off NO this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.
15. If you checked off NO this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.

Form OCC/LW-1, Rev. 7/09

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625, MS#138
**SECTION II: CONTRACTS APPLICABLE/SUBJECT TO THE LWO**

1. Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Check off one box in Parts A, B, or C that best describes the contract that MAY be eligible for an exemption, then continue to the stated part in the corresponding right column found in **SECTION III**.

<table>
<thead>
<tr>
<th>PART A</th>
<th>PART B</th>
<th>PART C</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICE CONTRACTS ONLY</td>
<td>PUBLIC LEASES OR LICENSES ONLY</td>
<td>CITY FINANCIAL ASSISTANCE RECIPIENTS ONLY</td>
</tr>
<tr>
<td>□ One-person contractor</td>
<td>□ Collective bargaining agreement w/ supersession language</td>
<td>□ Collective bargaining agreement w/ supersession language</td>
</tr>
<tr>
<td>□ 501(c)(3) non-profit organization</td>
<td>□ Small Business</td>
<td>□ 501(c)(3) non-profit organization</td>
</tr>
<tr>
<td>□ Grant-Funded Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Occupational license required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ Collective bargaining agreement with LWO supersession language</td>
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</tr>
</tbody>
</table>

2. If you did NOT check off any box above in Part A or Part B, this contract IS NOT eligible for an exemption. Continue onto **SECTION IV**.

**SECTION III: CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS**

1. Your contract MAY be eligible for an exemption that may be requested by your Department or the Contractor PRIOR TO CONTRACT EXECUTION as indicated below:

**TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY – REQUIRES OCC APPROVAL**

Fill out the form in the right-hand column below and submit it to OCC for final approval (DO NOT send LW-1), and then continue to #2 in this Section.

**TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES OCC APPROVAL**

Have the contractor fill out the forms in the right-hand column below and submit them to your department for further review. Once the form is complete, submit it to OCC for final approval (DO NOT send LW-1), and then continue to #2 in this Section.

**TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES AWARDING DEPARTMENT APPROVAL**

Have the contractor fill out the forms in the right-hand column below and submit them to your department for further review. Once an approval/non-approval has been made by your department, continue to #2 in this Section.

2. If ANY boxes are checked YES, continue onto **SECTION III-A**. If you checked off NO to ALL boxes, continue onto **SECTION IV**.

**SECTION IV: CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)**

1. Your contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS. Have the contractor fill out the two (2) corresponding forms below and submit them (and forms from any of their subcontractors subject to the LWO) to your department for further review. Once these forms are complete, continue onto #2 in this Section.

**Employee Information Form (EIF)**

**Subcontractor Information Form (SIF)**

2. This form is now complete – please submit pages 1, 2, EIF and SIF to OCC once the contract has been executed.
Forwarded Conversation

**Subject: 1022 Request - (CDR) Hauling SW from Clarts Using CNG Tractor Trailers**

---

**From:** David Santos <david.santos@lacity.org>  
**Date:** Mon, Jul 13, 2020 at 3:46 PM  
**To:** Dominique Camaj <dominique.camaj@lacity.org>  
**Cc:** Don Harrahill <don.harrahill@lacity.org>

Good afternoon, Dominique.

A new 1022 Determination Request is attached to utilize the vendor, Construction and Demolition Recycling, Inc. (CDR), for Hauling Solid Waste from Clarts Using CNG Tractor Trailers. Also attached is a previous determination for the same provider for reference.

If there are any questions, let me know. Please advise of Personnel's determination.

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**David Santos**  
**Management Assistant**  
**Department of Sanitation, Centralized Contracts Unit**  
**1149 South Broadway, 9th Floor | Los Angeles, CA 90015 | Mail Stop 520 | 213.485.2579**  
**Web:** [www.lacitysan.org](http://www.lacitysan.org)

Please consider the environment before printing this email.

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**David Santos**  
**Management Assistant**  
**LA Sanitation and Environment**  
**Administrative Division**  
**Phone:** 213-485-2579  
**Email:** david.santos@lacity.org  
**Web:** [www.lacitysan.org](http://www.lacitysan.org)
If the scope of work has not changed, our determination still stands. You can use this email and our report from April 2020 as reference.

Thanks,

Dominique Camaj
Senior Personnel Analyst | Classification Division

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From: David Santos <david.santos@lacity.org>
Date: Tue, Jul 14, 2020 at 8:10 AM
To: John Hamilton <john.cobb.hamilton@lacity.org>
Cc: Erik Hillbrand <erik.hillbrand@lacity.org>

Good morning, John. Below is Personnel's determination reply. If there are any questions, please let me know.

-------------------- Forwarded message --------------------
From: Dominique Camaj <dominique.camaj@lacity.org>
Date: Mon, Jul 13, 2020 at 4:32 PM
Subject: Re: 1022 Request - (CDR) Hauling SW from Clarts Using CNG Tractor Trailers
To: David Santos <david.santos@lacity.org>
Cc: Don Harrahill <don.harrahill@lacity.org>

If the scope of work has not changed, our determination still stands. You can use this email and our report from April 2020 as reference.

Thanks,

Dominique Camaj
Senior Personnel Analyst | Classification Division
1. Requesting Department: Bureau of Sanitation – Hauling from CLARTS using CNG Tractors

2. Contacts
   Department: Miguel Zermeno  Phone No. 213-485-3611
   CAO: Claudia Aguilar  Phone No. 213-473-7579

3. Work to be performed:
   The Bureau of Sanitation is seeking a contractor to provide 12 compressed natural gas (CNG) tractor-trailers and staff to haul solid waste from the Central Los Angeles Recycling and Transfer Station (CLARTS) to designated sites by the City. Effective January 1, 2020, the South Coast Air Quality Management District (SCAQMD) mandated that all tractor-trailers hauling waste from municipalities to be alternative fuel (non-diesel) tractor-trailers.

4. Is this a contract renewal?  Yes ☐ No ☒

5. Proposed length of contract: 4.5 months
   Proposed Start Date: February 21, 2020

6. Proposed cost of contract (if known): $1.3 million

7. Name of proposed contractor: Construction and Demolition Recycling, Inc. (CDR)

8. Unique or special qualifications required to perform the work:
   The contractor must have staff that possess the appropriate licenses and/or endorsements to drive the CNG tractor-trailers.

9. Are there City employees that can perform the work being proposed for contracting?  Yes ☐ No ☒
   If yes,
   a. Which class(es) and Department(s):
   b. Is there sufficient Department staff available to perform the work? Yes ☐ No ☒
   c. Is there a current eligible list for the class(es)? Yes ☐ No ☒ Expiration Date
   d. Estimated time to fill position(s) through CSC process?
   e. Can the requesting department continue to employ staff hired for the project after project completion?  Yes ☐ No ☒
   f. Are there City employees currently performing the work?  Yes ☐ No ☒

10. Findings
    ☒ City employees DO NOT have the expertise to perform the work
    ☐ City employees DO have the expertise to perform the work
SUMMARY:
The Bureau is seeking a contractor to provide trucks and staff to haul municipal solid waste. The City currently does not own any CNG tractors and consequently cannot meet the new SCQMD rule. While the City has a Heavy Duty Truck Operator classification, the Bureau does not have the required trailers to perform the heavy haul operation. Therefore, Heavy Duty Truck Operator cannot perform the full scope of duties.

Dominique Camaj
Submitted by
Don Harrahill
Reviewed by
James Abalos
Approved by
Sr. Personnel Analyst I
Sr. Personnel Analyst II
Chief Personnel Analyst

4.22.20
AUTHORITY FOR EXPENDITURE (AE)
SUPPLEMENTARY INFORMATION

VENDOR NAME AND ADDRESS:
CONSTRUCTION AND DEMOLITION RECYCLING, INC.
8990 ATLANTIC AVE
SOUTH GATE, CA 90280

SERVICE TYPE (CHECK ONE)

ONE-TIME [X]
CONTINUING [ ]
INTERMITTENT [ ]

DATES / TIME FRAME FOR SERVICES:
July 1, 2020 - June 30, 2021

IS SERVICE IN CONJUNCTION WITH OTHER BUREAU OR GOVERNMENT ENTITY(IES)? (CHECK ONE)

YES [ ]
NO [X]

IF YES, NAME OF ENTITY(IES):

________________________________________________________

________________________________________________________

NATURE OF COOPERATIVE AGREEMENT:

Services are required from this vendor to transport private hauler solid waste from CLARTS to designated sites as delegated solely by the City. LASAN is currently in the process of amending and renewing contracts for (2) contract haulers for servicing at CLARTS. Until those contracts are finalized, an additional hauler is required to continue the uninterrupted service of CLARTS.

STATE REASON(S) FOR SERVICE(S) TO BE COMPLETED AND PAID THROUGH AN AE FORMAT RATHER THAN AS A PERSONAL SERVICE CONTRACT OR CITY CONTRACT:

An AE/LOA will be utilized in the interim until a RFP is released and permanent contract hauler is selected.

Division: 82011000 PW/Sanitation - SRPCD
Contact Person: Erik Hillbrand
Phone #: (213) 485-3015
Date: 6/25/2020
Bureau of Sanitation

Headquarters And Workforce Information Form

Date: 6/25/2020

Authority Number: AE21508927M

Division Contact Name: ERIK HILLBRAND Division Contact Number: (213) 485-3015

Below information is necessary from the vendor

Company Name: CONSTRUCTION AND DEMOLITION RECYCLING, INC.

Headquarters Address: 8990 Atlantic Ave.

Headquarters City and State: South Gate, CA 90280

Total No. of Staff: 26

No. of Staff That Reside in City of LA: 0
This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

- Original filing
- Amended filing (original signed on ____________, last amendment signed on ____________)

<table>
<thead>
<tr>
<th>Bld/Contract/BAVN Number:</th>
<th>Awarding Authority (Department):</th>
</tr>
</thead>
<tbody>
<tr>
<td>AE21508927 M</td>
<td>PUBLIC WORKS / LA SANITATION AND ENVIRONMENT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Bidder:</th>
<th>Phone:</th>
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<tbody>
<tr>
<td>CONSTRUCTION AND DEMOLITION RECYCLING INC.</td>
<td>(323) 353-1083</td>
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</tbody>
</table>

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<tr>
<th>Address:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8990 ATLANTIC AVE., SOUTH GATE, CA 90280-3505</td>
<td><a href="mailto:operations@cdrboxx.com">operations@cdrboxx.com</a></td>
</tr>
</tbody>
</table>

**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); 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(0):
   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 § 10.37.1(c).

**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.

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

**Date:** 06-26-2020  
**Signature:**  
**Name:** Carlos Herrera  
**Title:** President

Revised February 2014  
Los Angeles Municipal Code § 48.08(H)  
1 of 1
Los Angeles Administrative Code § 10.40.1

(h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars ($100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

(l) "Public lease or license".

(a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

1. The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
2. Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
3. The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

1. The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;
2. The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
3. To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company’s entire workforce to the awarding authority as required by regulation;
4. Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
5. The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
6. A lessee or licensee shall be deemed to employ no more than seven (7) people if the company’s entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
7. Public leases and licenses shall be deemed to include public subleases and sublicenses;
8. If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
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 __________)

**BID/Contract/BAVN Number** (or other identifying information if no number): AE21508927M

**Date Bid Submitted:** 06/09/2020

**Description of Contract:**
Hauling of solid waste from Central LA Transfer Station to City-designated locations.

**Awarding Authority (Department):**
PUBLIC WORKS / LA SANITATION AND ENVIRONMENT

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**BIDDER**
Name: CONSTRUCTION AND DEMOLITION RECYCLING INC.
Address: 8990 ATLANTIC AVE., SOUTH GATE, CA 90280-3505
Email (optional): operations@cdrboxx.com Phone: (323) 353-1083
State Contractor ID: NA

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".

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**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: Carlos Herrera Title: President
Address: 8990 Atlantic Ave., South Gate, CA 90280

Name: 
Address: 
Title: 

Name: 
Address: 
Title: 

Name: 
Address: 
Title: 

Additional sheets are attached. Bidder is an individual and no other principals exist.
**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.

<table>
<thead>
<tr>
<th>Subcontractor:</th>
<th>Address:</th>
<th>State Contractor ID (for identification purposes; if none, indicate &quot;not applicable&quot;):</th>
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☐ _____ additional sheets are attached. ☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more.
**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: ___________________  Title: ___________________

Address: ___________________

Subcontractor: ___________________

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: 6-26-2020  
Signature: ___________________

Name:  
Title: ___________________

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

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

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

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.

(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.

(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

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

Construction & Demolition Recycling, Inc. 8990 Atlantic Ave., South Gate, CA 90280 - 323-357-6900

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative 6-26-2020

Carlos Herrera, President

Print Name and Title of Officer or Authorized Representative

Public Works / LASAN AE21508927 M

Awarding City Department Contract Number

SRIS/CDO-3, Pledge of Compliance (Rev. 5/07/2014)
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

LA Sanitation / SRPCD Erik Hillbrand (213) 485-3015
City Department/Division Awarding Contract City Contact Person Phone
AEZ1508927M - Pay Hauling Services Fees 6/9/2020 Bid Date
City Bid or Contract Number and Project Title (if applicable)

BIDDER/CONTRACTOR INFORMATION

Construction and Demolition Recycling, Inc.
Bidder/Proposer Business Name Contractor's License Number
8990 Atlantic Ave. South Gate CA 90280
Street Address City State Zip
Carlos Herrera, President (323) 357-7890
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 _________.

Carlos Herrera, President
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: 02/14/2008 State of Incorporation: CA

List the corporation’s current officers.

President: Carlos Herrera
Vice President: Virginia Herrera
Secretary: Virginia Herrera
Treasurer: Carlos Herrera

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

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

☐ Partnership: Date formed: State of formation: 

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

☐ Sole Proprietorship: Date started: 

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

☐ Joint Venture: Date formed: 

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

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?
   □ Yes ✅ No

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

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?
   □ Yes ✅ No

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

3. Has the firm changed names in the past five years?
   □ Yes ✅ No

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

4. Are any of your firm's licenses held in the name of a corporation or partnership?
   □ Yes ✅ No

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

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

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

5. In the past five years, has your firm ever been denied bonding?
   □ Yes ☑ No
   If Yes, explain on Attachment B the circumstances surrounding each instance.

6. 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.

7. Is your firm in the process of, or in negotiations toward, being sold?
   □ Yes ☑ No
   If Yes, explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against
   a bond issued on your firm’s behalf?
   □ Yes ☑ No
   If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers’ compensation insurance policy in effect, whether it is
   legally self-insured, or whether it currently has no workers’ compensation insurance policy in effect.
   □ Workers’ Compensation Insurance Policy Currently in Effect
   ☑ Legally Self-Insured
   □ No Workers’ Compensation Policy Currently in Effect
   If you have no worker’s compensation insurance policy currently in effect, and you are not legally self-
   insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers’ compensation
    insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was
    issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an
    explanation on Attachment B.

11. Within the past five years, has your firm ever had employees but was without workers’ compensation
    insurance or state approved self-insurance?
    □ Yes ☑ No
    If Yes, explain on Attachment B each instance. If No, attach a statement from your workers’
    compensation insurance provider that you have been continuously insured for the past five years.
F. PERFORMANCE HISTORY

12. How many years has your firm been in business? 12 Years.

13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
   □ Yes ☑ No

   If Yes, list on 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) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. 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) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

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

15. In the past five years, has a governmental or private entity or individual terminated your firm’s contract prior to its completion of the contract?
   □ Yes ☑ No

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

16. 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.

17. In the past five years, has your firm defaulted on a contract or 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.

G. DISPUTES

18. 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

Responsibility Questionnaire (rev 1/25/12) 5
19. Does your firm have any outstanding judgments pending against it?
   ☐ Yes ☑ No
   If Yes, explain on Attachment B the circumstances surrounding each instance.

20. 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.

H. COMPLIANCE

21. 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 10)? 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.

22. If a license is required to perform any services provided by your firm, has your firm, or any person
employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or
subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five
years?
   ☐ Yes ☑ No
   If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. 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.

24. Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship
program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide
apprentices to your company for use on any public works projects that you are awarded by the City of
Los Angeles.

Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship
program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided
apprentices to your company on any public works project on which your firm has participated within the
last 3 years.
I. BUSINESS INTEGRITY

25. 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 your firm is a publicly traded corporation. If you check Yes to any of the three 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 of, 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

26. In the past five years, has your firm, 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 theft, fraud, embezzlement, perjury, or bribery? 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.

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 herein and 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.

Carlos Herrera, President

Print Name, Title Signature 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. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page ___

The Laborers Apprenticeship
1385 West Sierra Madre Avenue
Azusa, CA 91702
Phone: 626-610-1700
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. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page ____
ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check Yes in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

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

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

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

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

STATE ENTITIES

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

California’s Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

California’s Department of Justice

LOCAL ENTITIES

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

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
April 1, 2020

RE: Construction Demolition & Recycling, Inc. - Experience Modification Rating Factor for 2019

To Whom It May Concern,

This letter is to inform you that the 2019 Experience Modification Rating Factor (EMR) for Construction Demolition & Recycling has been released by the Workers Compensation Insurance Rating Bureau (WCIRB). This will be in place from 10/1/2019 – 10/1/2020.

Company Name: Construction Demolition & Recycling
Experience Modifier Rate: 1.48
Experience Modifier Effective Date: 10/01/2019 – 10/1/2020

The reason for the elevated EMR is because Construction Demolition & Recycling is considered a combinable entity for purposes of Experience Modification Rating with Interior Removal Specialist, Inc. because of the common ownership in both companies. Interior Removal Specialist is a construction company participating in soft demolition, and as such has a much higher frequency of workplace injuries and exposure to claims. Unlike Interior Removal Specialist, Construction Demolition & Recycling is a recycler of construction debris. As such, these two organizations do not share employees or interchange labor nor do they share the same operational exposures.

Construction Demolition & Recycling has incurred NO indemnity claims in over 4 years. If Construction Demolition & Recycling were to have its own EMR, the EMR would be well below 1.00. The elevated EMR is purely a function of how the WCIRB promulgates the rating factor and is manipulated by the claims of the construction company (Interior Removal Specialist). Construction Demolition & Recycling’s claim history is a testament to the safe work environment and culture that is fostered at their organization.

A copy of the company’s 2019 Experience Modification Worksheet from the WCIRB is available upon request as is any claim history information validating the information provided in this letter.

If you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Matt Chase
Executive Vice President
Bolton & Company

An Assurex Global Partner
Insurance License No. 00988309 // www.boltonco.com
CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY): 03/18/2020

1. 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).

2. COVERSAGES:
   - COMMERCIAL GENERAL LIABILITY
     - CLAIMS-MADE
     - OCCUR
     - POLICY NUMBER: GSP2017787
     - LIMITS: $1,000,000
   - AUTOMOBILE LIABILITY
     - OWNER'S LIABILITY
     - POLICY NUMBER: BAP380493700
     - LIMITS: $2,000,000
   - UMBRELLA LIABILITY
     - OCCUR
     - CLAIMS-MADE
     - POLICY NUMBER: FFX2017788
     - LIMITS: $5,000,000
   - WORKERS' COMPENSATION
     - ANY EMPLOYER
     - POLICY NUMBER: WC551373006
     - LIMITS: $1,000,000
   - LEASED/RENTED EQUIPMENT
     - POLICY NUMBER: CPP016457403
     - LIMITS: $100,000

3. CERTIFICATE HOLDER:
   - City of Los Angeles and its Agencies, Boards and Depts.
   - 200 North Main Street
   - City Hall East - Rm 1240
   - Los Angeles CA 90012

4. 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
     - Bolton & Company

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

GSP70050517, Blanket
Construction and Demolition Recycling Inc.

**Company Information**

- **ID:** 105436
- **Name:** Construction and Demolition Recycling Inc.
- **Address:** 8990 Atlantic Ave, South Gate, CA 90280
- **Phone:** (323) 357-6900
- **Type:** Prime Contractor
- **Certification:** MBE
- **Non-Profit:** No
- **Sole Proprietor:** Yes
- **Description:**
- **Tax ID:** 262071255
- **Date Added:** 02/14/2020 09:11 AM
- **Last In:** 05/15/2020 02:42 PM
- **Status:** Active

**Active Users**

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https://www.labavn.org/index.cfm?fuseaction=admin.company_info&recordID=105436&CFID=27817280&CFTOKEN=ff4e234d06c10508-456b0c42-...
Construction and Demolition Recycling Inc.

Company Information
ID: 105436
Name: Construction and Demolition Recycling Inc.
Address: 8990 Atlantic Ave
South Gate, CA 90280

Compliance Documents

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<td>02/14/20</td>
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<td>Equal Benefits / First Source Hiring Ordinance (3 Year Application)</td>
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<td>02/17/20</td>
<td>02/17/23</td>
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MOA Participation and Emergency Vendor Contact Document

No Document Found
CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this 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.oco@lacity.org.

1. I, Manuel Mendez, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

105436

Company Name: Construction and Demolition Recycling Inc.

Street Address: 9309 Rayo Ave.

City: South Gate

State: CA

Zip: 90280

Phone: 323-337-6900

E-mail: operations@odrboxx.com

3. The company came into existence in 2008 (year).

4. 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 in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eco@lacity.org.
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eco@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.eco@lacity.org.
TERMS OF ACCEPTANCE AND SIGNATURE:

I, Manuel Mendez, the requester for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

Manuel Mendez

14 February, 2020

Date

✓ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

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.

BAVN-DO (12/2019)
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  Email: hca.eeoc@cityofla.org

EBO/FSHO COMPLIANCE

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) 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

BAVN Company Id: 105426  EIN/TIN:

Company Name: Construction and Demolition Recycling Inc.
Company Address: 8990 Atlantic Ave
City: South Gate  State: CA  Zip: 90280
Contact Person: Manuel Mendez  Phone: 323-877-5000  Email: operations@cdrcbox.com
Approximate Number of Employees in the United States: 26
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."

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.

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 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. Furthermore, I understand that failure to comply 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 as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Manuel Mendez, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:
Manuel Mendez

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

BAVN-EBO/FSHO (02/2017)
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: 5/10/2019
Account No.: 003103600-0001-7
Fund/Class: L049
Description: Miscellaneous Services
Started: 2/14/2019
Status: Active

Issued to:
CONSTRUCTION AND DEMOLITION RECYCLING
VIRGINIA HERRERA
8990 ATLANTIC AVE
SOUTH GATE CA 90280-3505

Issued for tax compliance purposes only
Not a license, permit, or land use authorization

City of Los Angeles
Director of Finance

Notify the Office of Finance in writing of any change in ownership or address - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

Important - Read reverse side
# Request for Authority to Commit/Expend Funds

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**Description of Request:**

For the LOA-AE to pay for CDR hauling services from July 1st, 2020 to June 30th, 2021. The funding of $4,989,386 is split funded by 508 ($3,991,509) and 47R ($997,877).

**Request to use CIEP Funds**

If this is a request to use Capital Improvement Expenditure Program Funds, a copy of the project description/status shall be attached for each affected and/or new project.

**Request to Purchase Equipment**

If this is a request to purchase a piece of equipment that appears on the Authorized Equipment List, attach a copy of the authorized equipment list with the specific equipment highlighted. If this is a request to purchase equipment that does not appear on the Authorized Equipment List, attach a copy of an approved Rule 11.

If this is a request to purchase a piece of non-standard computer equipment or software, a copy of authorization from JCSD must be attached.

**Funds Available and Appropriate (FMD representative):**

Mark Shin
Digitally signed by Mark Shin
Date: 2020.06.25 14:09:12

---

**FOR PROCESSING DIVISION USE ONLY**

☐ This request was processed by: ______________________ on ____________ Ext. __________

☐ This request was not processed for the following reasons:

____________________________________________________

This determination made by: ______________________ on ____________ Ext. __________

Upon processing this request, forward a completed copy of this form to:

LASAN/FMD/Solids Fiscal Management Section
1149 S. Broadway, Suite 500
Step: 521
The following is my decision on the May 20, 2020 PRD projects:

<table>
<thead>
<tr>
<th>SOLID RESOURCES (SR)</th>
<th>PRD No</th>
<th>Cost Estimate</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Demolition &amp; Recycling (CDR)</td>
<td>SR172</td>
<td>$4,989,386</td>
<td>Y N N</td>
</tr>
<tr>
<td>LOA/AE for Hauling Services from CLARTS to Designated Facilities</td>
<td>SR172</td>
<td>$4,989,386</td>
<td>Y N N</td>
</tr>
<tr>
<td>Ecology Auto Parts Inc., LOA/AE for Hauling Services from CLARTS to Designated Facilities</td>
<td>SR173</td>
<td>$4,767,478</td>
<td>Y N N</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>STORM WATER (ST)</th>
<th>PRD No</th>
<th>Cost Estimate</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sepulveda Basin Restoration/Maintenance Plan (CDFW)</td>
<td>ST064</td>
<td>$136,500</td>
<td>Y N N</td>
</tr>
<tr>
<td>Aliso Creek Limekiln Creek Restoration</td>
<td>ST065</td>
<td>$400,000 for O&amp;M</td>
<td>Y N N</td>
</tr>
<tr>
<td>Vendor/Customer</td>
<td>Legal Name</td>
<td>Alias/DBA</td>
<td>Vendor Active Status</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------------------</td>
<td>-----------</td>
<td>----------------------</td>
</tr>
<tr>
<td>VC0000038588</td>
<td>CONSTRUCTION AND DEMOLITION RECYCLING INC.</td>
<td></td>
<td>Active</td>
</tr>
</tbody>
</table>

First Prev Next Last Attachments

**General Info**

- **Vendor/Customer:** VC0000038588
- **Legal Name:** CONSTRUCTION AND DEMOLITION RECYCLING INC.
- **Alias/DBA:**
- **Vendor Active Status:** Active
- **Customer Active Status:** Inactive

**Restrict Use by Department:**
- Miscellaneous Account:
- Internal Account:
- Third Party Only:
- Third Party Vendor:
- Third Party Customer:
- Inventory Customer:
- Never Archive:
- Restrict VSS Access: No
- Discontinue - No New Business:
- Prevent MA Reference:
- PunchOut Enabled:
- Re-PunchOut Enabled:
- Electronic Order Enabled:
- Prevent Transmission of Mod PO:

- **Active From:** 03/27/2020
- **Active To:**
- **Last Usage Date:** 03/31/2020

**Headquarters**

- **Headquarters Account:** Yes
- **Headquarters Account Code:** VC0000038588
- **Headquarters Account Legal Name:** CONSTRUCTION AND DEMOLITION RECYCLING INC.

**Organization**

- **Organization Type:** Company
- **1099 Classification:** Corporation
- **1099 Indicator:** No
- **1042-S Indicator:**
- **Taxpayer ID Number:** 1255

**Web Address:** http://

https://fms.insideela.org/webapp/PRDFIN1X1/Advantage 6/30/2020
<table>
<thead>
<tr>
<th>Vendor/Customer</th>
<th>Number of Employees</th>
<th>Merchant ID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Sex</th>
<th>Date of Birth</th>
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</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Marital Status</th>
<th>Annual Income</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>IRS Country of Residence</th>
<th>IRS Country Sub Code</th>
</tr>
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<tbody>
<tr>
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</thead>
<tbody>
<tr>
<td>003103650</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Taxpayer ID Number Type</th>
<th>Detailed TIN Type</th>
<th>Foreign Tax ID</th>
<th>1042-S Recipient Account Number</th>
<th>W-8 Form</th>
<th>Tax Profile</th>
<th>Tax Profile Name</th>
<th>EBIC Number</th>
<th>IAEC Number</th>
<th>Web Address</th>
<th>Employee ID</th>
<th>Employee Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>EIN</td>
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<td>http://</td>
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<th>1042-S Recipient Account Number</th>
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<td>http://</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Disbursement Options</th>
<th>Prenote/EFT</th>
<th>Remittance Advice</th>
<th>Vendor Terms</th>
<th>Accounts Receivable</th>
<th>eMALL</th>
<th>Location Information</th>
<th>Executive Compensation</th>
<th>Change Management</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

CREATE DOCUMENT> Create New Record Modify Existing Record

UPDATE> Headquarters Add 1099 Information Entry Add 1042-S Reporting Information Entry
Vendor Business Types By Commodity

SEARCH BY> Master Contacts Master Addresses Vendor Commodity Vendor Addresses
Vendor Business Types Vendor Service Areas VCM Query Historical Vendor Information
Vendor Transaction History

https://fms.insidela.org/webapp/PRDFIN1X1/Advantage

6/30/2020
### Vendor/Customer Information

**Vendor/Customer:** VC0000038588

*Address Information*

<table>
<thead>
<tr>
<th>Address Type</th>
<th>Street 1</th>
<th>City</th>
<th>State/Province</th>
<th>Zip/Postal Code</th>
<th>Principal Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment</td>
<td>8990 ATLANTIC AVE.</td>
<td>SOUTH GATE</td>
<td>CA</td>
<td>90280-3505</td>
<td></td>
</tr>
<tr>
<td>Ordering</td>
<td>8990 ATLANTIC AVE.</td>
<td>SOUTH GATE</td>
<td>CA</td>
<td>90280-3505</td>
<td></td>
</tr>
</tbody>
</table>

*Address Details:*

- **Vendor/Customer:** CONSTRUCTION AND DEMOLITION RECYCLING INC.
- **Address ID:** AD001
- **Street 1:** 8990 ATLANTIC AVE.
- **City:** SOUTH GATE
- **State/Province:** CA
- **Zip/Postal Code:** 90280-3505

*Contact Information:*

- **Name:** Construction and Demolition Recycling Inc.
- **Phone:** NO PHONE
- **Phone Extension:**
- **County Name:**
- **Country:** US

*Currency:* USD - US Dollar

*Active From:* 03/31/2020

*Prevent New Spending:* Yes

*Active Address:* Yes

*Languages:*

### Additional Links

- [Vendor Transaction History](https://fms.insidela.org/webapp/PRDFIN1X1/Advantage)
<table>
<thead>
<tr>
<th>Authority Number/LOA Subject Title</th>
<th>AE21508927M (SWRF-Funded) CLARTS Hauling Services Construction and Demolition Recycling, Inc. (CDR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division</td>
<td>Solid Resources Processing and Construction Division (SRPCD)</td>
</tr>
<tr>
<td>Vendor</td>
<td>Construction and Demolition Recycling, Inc. (CDR)</td>
</tr>
</tbody>
</table>

**Service Description** *(list complete description below)*

Hauling services for solid waste transportation from the Central Los Angeles Recycling & Transfer Station (CLARTS) to designated disposal sites. This AE is being used to secure hauling services utilizing twelve (12) Compressed Natural Gas (CNG) tractor-trailers that comply with South Coast Air Quality Management District (SCAQMD) Rule 1193. Hauling of municipal solid waste to be paid from SWRF Fund 508.

Duration of funding: 07/01/2020 - 06/30/2021

Amount: $3,991,509.00

**Date of Briefing** | 7-8-20

**Time of Briefing** | 2pm

**Commissioner Name** | CMe Good

**Commissioner Signature** | [Signature]

* For an AE with LOA attached that will be submitted to the board ($20,000 and greater), the following language is to be included on the golden rod, "Authorize the President or two members of the Board of Public Works to execute this service agreement"

* All acronyms are to be spelled out

Note: Please contact Tanyesha Jackson in Administration Section to schedule a briefing with the Commissioner.

Signed form must be submitted in AE package to Purchasing Section.

LASAN Purchasing Section (Rev. 8/2019)
PUBLIC WORKS/SANITATION
DOCUMENT TRANSMITTAL LOG

DATE DELIVERED: 8/27/20  SUBMITTED BY: Raquel M. Romo

CITY DOCUMENT TYPE: AUTHORITY FOR EXPENDITURE (AE)

<table>
<thead>
<tr>
<th>AE #</th>
<th>VENDOR NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>AE21508 927M</td>
<td>Construction &amp; Demo Recycling Inc (CDR)</td>
</tr>
</tbody>
</table>

PUBLIC WORKS/ ACCOUNTING
CITY HALL, 9TH FLOOR – MAIL STOP 470

FUND#: 508

ATTENTION: Eden Austria