

C-111420

Contract Agreement

Between

The CITY of Los Angeles

And

Interior Demolition Inc.

For

Demolition of Structures For

Department of Public Works-Bureau of Engineering
On-Call Demolition Contract Program

INDEX TO
CONTRACT AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
Interior Demolition Inc.
FOR

Demolition of Structures For
Department of Public Works-Bureau of Engineering
On-Call Demolition Contract Program

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This AGREEMENT made and entered into by and between the CITY OF LOS ANGELES, Municipal Corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY", and *Interior Demolition Inc.*, hereinafter referred to as the "CONTRACTOR".

RECITALS

Whereas, the need to expeditiously demolish existing buildings, structures, and other facilities and properties for the Demolition of Structures for the Department of Public Works-Bureau of Engineering On-Call Demolition Contract Program, is essential for completing construction projects on schedule, the prevention of vandalism, transient occupancy, and damages, as well as for the preservation of the public's safety. The expeditious need for demolition work is beyond the capacity for the City's forces and must be performed by private CONTRACTORS; and

Whereas, on May 31, 2006 the Board of Public Works (Board) of the CITY authorized the "Request for Qualifications" (RFQ) and the selection process for establishing two lists of "Pre-Qualified" on-call demolition CONTRACTORS; a primary list to be eligible to bid on Project Task Orders estimated at less than or equal to \$100,000, and a secondary list comprised of those firms who have complied with the MBE/WBE/OBE Subcontractor Outreach Program requirements to be eligible to bid on Project Task Orders with an estimated value greater than \$100,000; and

Whereas, the Board approved both lists of qualified CONTRACTORS, placing all eleven firms on the primary list (for work on Project Task Orders estimated below \$100,000) and placing seven of the eleven firms who met the MBE/WBE/OBE Subcontractor Outreach program requirements on the secondary list (for work on Project Task Orders estimated at greater than \$100,000) based on the evaluation criteria set forth in the RFQ; and

Whereas, on May 31, 2006 the Board authorized the Bureau of Engineering to award demolition Project Task Order Bids using an expedited Task Bid and Award procedure without the requirement of formal advertising. The Board also authorized that Project

Task Order Bids will only be advertised to and solicited from CONTRACTORS currently on the appropriate pre-qualified list as determined by the amount of the City Engineer's Estimate. All pre-qualified contractors will be allowed to submit bids on Project Task Orders with an estimated value below or equal to \$100,000; but, only those contractors who have complied with the MBE/WBE/OBE Subcontractor Outreach Program requirements and the Mandatory Subcontracting Minimum requirements will be permitted to submit bids on Project Task Orders estimated at greater than \$100,000; and

Whereas, this AGREEMENT is one of eleven identical AGREEMENTs with the pre-qualified CONTRACTORS on the established list, all executed on the last page of the AGREEMENT. As CONTRACTOR's services are required, a Project Task Order Request will be prepared and all CONTRACTORS on the appropriate pre-qualified list will competitively bid for individual Project Task Orders, as described hereafter.

Now, therefore, in consideration of the promises, covenants, and agreements hereinafter set forth, the CITY and the CONTRACTOR hereby agree as follows:

ARTICLE 1 -SECTION HEADINGS

All titles, subtitles, and or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word CONTRACTOR herein and in any amendments hereto includes the party or parties identified in the Contract wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 -DEFINITIONS

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

BOARD	The Board of Public Works of the City of Los Angeles.
CITY	The City of Los Angeles, Board of Public Works, or it subordinate Bureaus.
CONTRACTOR	<i>Interior Demolition Inc.</i>
ENGINEER	The-City Engineer or his designated representative.
MBE/WBE/OBE	Minority/Women/Other Business Enterprise.
PROJECTS	Any Project Task Orders awarded to CONTRACTOR under this agreement, to be described in attachments hereto.
BAVN	The Mayor's Business Assistance Virtual Network.

ARTICLE 3 -PROJECT DESCRIPTION

This AGREEMENT will be applicable to demolition work as determined by the CITY. Such work may include, but not be limited to; demolition of existing buildings, structures, substructures, walkways, steps, parking areas and vegetation; coordination and removal of utilities; asbestos abatement; lead paint abatement removal and hauling of all debris; fencing and securing of the site; the addressing of sustainable issues and on-site recycling of certain materials through the development of a Waste Management Plan; salvaging of existing building materials as specified on the demolition plans; obtaining and paying for all permits; utilization of dust and noise control measures; utilization of stormwater pollution control measures, sewage spill prevention and response requirements, and other demolition related services as needed or required.

ARTICLE 4 -PROJECT TASK ORDER BIDDER SUBMITTALS

On each Project Task Order Request prepared by the Bureau of Engineering, each Project Task Order Bidder shall submit a Project Task Order Bid that is properly completed, signed, and submitted in a sealed envelope addressed to the **Board of Public Works, 200 N. Spring Street, Room 355, Los Angeles, California 90012, Attention: Contracts Section**. The envelope must show the project title, Project Task Order Bidder's name and address, and must be received at the above address not later than the time and date designated on the Project Task Order Request. Project Task Order Bids will be opened and declared in a public forum by the Secretary of the Board or his designate.

On Project Task Orders with an estimated contract value over \$100,000, contractors are required to submit a bid bond and a proposed subcontractor list with their bid.

Contractors must use their list of approved potential MBE/WBE/OBE subcontractors when bidding on Project Task Orders and must meet the Mandatory Subcontracting Minimum requirements. Failure to use approved subcontractors at the time of bid will result in the bid being determined to be non-responsive. Each approved subcontractor must be registered on the BAVN prior to being listed on a bid. On Project Task Orders with an estimated contract value less than or equal to \$100,000, the pre-qualified contractors will not be required to comply with the MBE/WBE/OBE Subcontractor Outreach Program and Mandatory Subcontracting Minimum requirements.

ARTICLE 5 - EXPEDITED CONTRACT AWARD, BONDS, AND NOTICE TO PROCEED

The advertising and award for these Project Task Orders will be an informal accelerated procedure as approved by the Board of Public Works. The CITY has established two lists of qualified contractors; the initial primary list is comprised of **eleven** qualified CONTRACTORS eligible to bid on Project Task Orders estimated at less than or equal to \$100,000, and the initial secondary list comprised of **seven** qualified contractors who

are also eligible to bid for work on Project Task Orders estimated in excess of \$100,000. The use of these lists will be as described in this Article.

As demolition projects are identified and located, and as the Board of Public Works or its delegates determine that a Project Task Order under this AGREEMENT should be issued, the CITY will prepare a Project Task Order request and will utilize the appropriate pre-qualified list based upon the amount of the City Engineer's Estimate to invite the demolition CONTRACTORS to submit sealed competitive Project Task Order Bids. The lowest responsive, responsible Project Task Order Bidder will be determined by the CITY.

Due to the need to have these projects completed as expeditiously as possible, the Board of Public Works has requested that all Project Task Order Bidders be advised of the following:

- a. It is the intention of the Board of Public Works to issue the Project Task Order to the lowest responsive, responsible Project Task Order Bidder within five (5) working days after Project Task Order Bids are received, however, no work shall be authorized to be performed until a Notice to Proceed is issued as set forth in section 5 (e) below.
- b. The successful Task Bidder will be notified of the award by telephone by Bureau of Engineering staff, and will be requested to come in and sign the Project Task Order immediately.
- c. A "Faithful Performance Bond" for 100% of the Total Project Task Bid amount and a "Payment Bond" for 100% of the Total Project Task Bid amount shall be returned to the Board of Public Works, 200 N. Spring Street, Room 355, Los Angeles, CA 90012, before issuance of a Notice to Proceed as per Article 00317 of the General Conditions. Additionally, a Project Task Bid Bond is required to be submitted with the bid on Project Task Orders with an estimated value greater

than \$100,000. The bond forms will be provided when the CONTRACTOR comes in to sign the Project Task Order.

- d. All Project Task Order Bidders are requested to cooperate by submitting all required documentation, and any additional documentation requested by the CITY as expeditiously as possible.
- e. It is the intention of the Board of Public Works to issue a Notice to Proceed as expeditiously as possible. The successful Task Bidder must submit acceptable bonds and insurance documents within five (5) working days after the date of notification of award. **If the successful Project Task Order Bidder fails to submit documentation as required, staff may recommend that the Project Task Order Bidder be deemed non-responsive for future Project Task Order bidding on other Department of Public Works-Bureau of Engineering On-Call Demolition Contract Program projects.** The Notice to Proceed is expected to be issued by the City Engineer or his representative within two (2) working days after approval of the bonds and insurance documents.
- f. The CONTRACTOR must start work within five (5) working days from the date of issuance of the Notice to Proceed. The time specified as completion time in the Project Task Order will begin on the actual date work is started unless otherwise specified in the Project Task Order documents
- g. If a CONTRACTOR is unable to start work within the specified period of time, the next qualified CONTRACTOR with the next lowest Project Task Order bid may be called. If none of the CONTRACTORS can start work within the required time period, the CITY, in its sole discretion, may allow a longer period of time for the start of demolition or may attempt to locate another CONTRACTOR to do the work. Any Project Task Order Bidder not able to meet the deadline requirements specified in items e through f above may be subject to having the Project Task Order rescinded.

**ARTICLE 6 - CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED AT THE
TIME OF THE TASK BID**

At the time of the Task Bid the CONTRACTOR must possess a "C-21" license for wrecking and demolition.

ARTICLE 7 -CONTRACTOR SCOPE OF SERVICES

The proposed scope of services required of the on-call demolition CONTRACTORS may include, but not be limited to:

- Demolition of existing buildings, structures, substructures, walkways, and steps, parking areas, and vegetation
- Coordination and removal of utilities
- Asbestos abatement
- Lead paint abatement
- Removal and hauling of all debris
- Fencing and securing of the site
- The addressing of sustainable issues and on-site recycling of certain through the development of a Waste Management Plan
- Salvaging of existing building materials as specified on demolition plans
- Obtaining and paying for all required permits
- Utilization of dust control, Stormwater Pollution Control, and Pollution Control measures

- Other demolition services as needed or required

The CONTRACTOR will perform the work as specified in the assigned Project Task Order, in accordance with the plans, sketches, the Bureau of Engineering Master Specifications made part of the original Request for Qualifications, Department of Building & Safety requirements, permits, and any special provisions.

The CONTRACTOR shall provide labor, material, equipment and services, including any professional engineering services, which may be needed to perform the, required demolition and other related services. Such work shall be performed in accordance with the plans, sketches, the Bureau of Engineering Master Specifications made part of the original Request for Qualifications, Department of Building & Safety requirements, permits, and any special provisions. All work shall be subject to acceptance by the Board of Public Works or its representative. No work is to be performed until a Notice to Proceed has been issued.

ARTICLE 8 -COMPENSATION, INVOICING, & PAYMENT COMPENSATION

8.1 COMPENSATION

The CONTRACTOR agrees to perform the work specified in the Project Task Order, and the CITY shall compensate the CONTRACTOR on a lump sum basis with payment to be made in accordance with the Project Task Order

8.2.1 INVOICING AND PAYMENT

8.2.1 Upon completion of the Project Task Order and acceptance by the City Engineer and the Inspector of Public Works, the CONTRACTOR shall

submit an original and three (3) copies of an invoice in a format acceptable to the CITY which will include all the costs for services provided for the completed work. The payment for services rendered will be released upon final acceptance from the Board.

8.2.2 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as being allowable. An MBE/WBE/OBE Utilization Profile showing the MBE/WBE/OBE amounts invoiced shall also be submitted as part of the monthly invoice for Task Releases over \$100,000. All such invoices shall be subject to audit. Support for any direct Non-Salary expense items less than \$25 need not be submitted by CONTRACTOR unless specifically requested by the CITY. Certified payrolls may be required for certain task orders.

8.2.3. The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the Project Task Order.

8.2.4 The CITY's liability under this AGREEMENT shall be to the extent of the present appropriation to fund the AGREEMENT. No action, statement or omission of any officer, agent, or employee of the CITY shall impose any obligation upon the CITY, such officer, agent, or employee, except to the extent the CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT.

ARTICLE 9 -PERMITS

The CONTRACTOR and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for the CONTRACTOR's performance hereunder

and shall pay any fees required therefore. CONTRACTOR certifies to immediately notify the Inspector of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 10 -DISCOUNTS

The CONTRACTOR agrees to offer the City any discount terms that are offered to its best customers for its services and any goods to be provided herein, and to apply such discounts to payments made under this AGREEMENT which meet the discount terms.

ARTICLE 11 -TERM OF AGREEMENT

The term of this AGREEMENT shall be for a term of **five years and shall expire five years from the date that the City Clerk attests the Agreement**, unless terminated sooner as provided under ARTICLE 5, 12 or 15 of this AGREEMENT.

The City may open the On-Call Demolition Contractor lists during the life of the contract if the City Engineer determines that additional contractors are needed to provide demolition services. After the close of each open enrollment period, if any, the qualified contractors will be added to the already established pre-qualified lists.

ARTICLE 12 -CONTRACTOR EVALUATION ORDINANCE

The Contractor Evaluation Ordinance (Los Angeles City Ordinance #173018) and the Rules for the Evaluation of Contractors require departments to conduct performance evaluations for all contracts over \$25,000. Within 14 days of the completion of a contract, the CITY's contract administrators will complete and submit evaluation forms to the Bureau of Contract Administration. The evaluations will be based upon on a number of criteria, including the quality of the work performed; timeliness of

performance; compliance with budget; and expertise of personnel assigned to the contract. The final evaluations and any response from the CONTRACTOR will be available to other City departments to be used as a reference check and may be incorporated in selection process.

ARTICLE 13 - MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM

For Project Task Orders estimated at greater than \$100,000, in the subcontracting of work, CONTRACTOR obligates itself to utilize the services of Minority, Women, and Other Business Enterprises firms on a level designated in the individual requests for Project Task Order Bids and in compliance with Mayoral Directive 2001 -26. The anticipated levels of participation will generally be set at 8% MBE and 3% WBE, however the levels may be adjusted (increased or decreased) depending on the scope of work for each individual project. The actual levels required will be stated in the Project Task Order Bid Requests for each project. Only contractors who have complied with the MBE/WBE/OBE Subcontractor Outreach Program requirements for contracts greater than \$100,000 will be allowed to bid on Project Task Orders with an estimated contract value in excess of \$100,000. CONTRACTOR shall not change any of the designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonable withheld.

ARTICLE 14 - MANDATORY SUBCONTRACTING MINIMUM

For Project Task Orders estimated to exceed \$100,000, the contractor is required to subcontract a minimum percentage of its bid to qualified available subcontractors. The Mandatory Subcontracting Minimum (MSM) level for contracts in this program with an estimated value over \$100,000 will generally be set at 15%. The MSM may be adjusted (increased or decreased) depending on the scope of work for each project. The MSM level will be specified in the Task Bid Request document for each project.

The CONTRACTOR will be required to perform with its own organization a minimum of 50% of its contract price, less the specialty items, indicated on the City Engineer's Estimate.

ARTICLE 15 –TERMINATION

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT.

The CITY reserves the right to issue a stop work notice, with or without cause, and to terminate the contract in 10 calendar days. The costs payable at such termination will be actual costs incurred, up to and including all or that portion worked of the 10 calendar days. The CITY may also terminate this AGREEMENT if the CONTRACTOR'S work performance is substandard, or the CONTRACTOR fails to respond to the CITY'S request to comply with the contract and the CONTRACTOR is declared to be in non-compliance. The CITY reserves the right to nullify any established list of pre-qualified contractors and terminate the AGREEMENT with no compensatory damages to the CONTRACTOR, provided that the CITY gives thirty (30) calendar days advance written notice to the CONTRACTOR.

Contracts are also subject to termination pursuant to Section 10.40.6, Article 14, Chapter 1, Division 10, of the Los Angeles Administrative Code (The Contractor Responsibility Ordinance).

ARTICLE 16 -INDEMNIFICATION AND INSURANCE

16.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any and all of the CITY's Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of actions, claims, losses, demands, and expenses, including but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agent, or damage of or the destruction to any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT on the part of the CONTRACTOR or its subcontractors of any tier. The provisions of this paragraph shall survive termination of this Contract.

16.2 Insurance

A. General Conditions

During the term of this AGREEMENT and without limiting CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this AGREEMENT insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types required by the City Risk Manager and listed in the Request for Qualifications. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City

Special Endorsement forms(s), and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, CONTRACTOR'S insurance is not expected to respond to claims which may arise from the acts or omissions of the CITY. Required insurance must be filed with the Board at the address listed in Article 4 above.

B. 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 the CONTRACTOR ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR, CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

C. Failure to Procure Insurance

All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by CONTRACTOR. The required coverage and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

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

D. Worker's Compensation

By signing this AGREEMENT, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this AGREEMENT.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises under hazardous conditions.

ARTICLE 17 - BONDS

Duplicate copies of all bonds, which may be required hereunder, shall conform to CITY requirements established by charter, ordinance, or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

The CONTRACTOR shall provide two good and sufficient surety bonds after the notification of award. The Payment Bond and Performance Bond shall each be for 100 percent of the Project Task Order price and be filed with the Board of Public Works before the Notice to Proceed is issued. A Bid Bond is only required to be submitted on

Project Task Orders with an estimated contract value in excess of \$100,000. The bonds shall comply with Section 00317 (K) of the General Conditions.

ARTICLE 18 -PREVAILING WAGE

This AGREEMENT requires the CONTRACTOR to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. The provisions require the CONTRACTOR to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the AGREEMENT and to post a copy of the "General Prevailing Wage Rate" at the job-site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates determined by the Director of the Department of Industrial Relations of the State of California. Copies of those rates are on file in office of the Board of Public Works. Information regarding prevailing wage rates maybe obtained from the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415) 972-8628.

The CONTRACTOR and the CONTRACTOR'S subcontractors shall pay the full amount due at the time of payment computed at said wage rates not less than those, contained in the wage determination division applicable to the project regardless of any CONTRACTOR relationship which may be alleged to exist between the CONTRACTOR and such subcontractor.

ARTICLE 19 -CHANGES AND MODIFICATIONS

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

ARTICLE 20 -EMERGENCY CHANGE IN WORK

Should a change be required and it is not feasible to delay construction of that portion of the work until such time as a regular change order can be issued, and the estimated increase in the Project Task Order cost does not exceed 25 % of the original, Project

Task Order or \$100,000 whichever is less, an Emergency Change Authorization, in writing, will be issued in the field by the Engineer, and the CONTRACTOR shall then proceed with the work without delay. Such Emergency Change Authorization shall be followed by a subsequent regular change order.

ARTICLE 21 -CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires the CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this AGREEMENT, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state, and local laws in the performance of this AGREEMENT, including but not limited to laws regarding health and safety, labor and employment, ages, and hours, and licensing laws which affect employees. The CONTRACTOR further agrees to:

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR is not in compliance with all applicable federal, state, and local laws in the performance of this AGREEMENT;
2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR has violated the provisions of Section 10.40.3 (a) of the Ordinance;
3. Ensure that its subcontractor(s) as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and

4. Ensure that its subcontractor(s) as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

ARTICLE 22 –ENVIRONMENTAL CONTROL

This Article requires that the CONTRACTOR comply with all of the provisions of Section 01561 of the General Requirements. The CITY has the authority to terminate this AGREEMENT and to refuse payment of goods received or services performed if the CITY determines that CONTRACTOR was non-compliant with the provisions of this section of the General Requirements.

ARTICLE 23 -SOLID RESOURCES MANAGEMENT

This provision requires that the CONTRACTOR recycle construction and demolition materials to the greatest extent feasible and submit reports to the CITY as described and specified in Section 01572 of the General Requirements, "Construction and Demolition Waste Management."

ARTICLE 24 –STORMWATER POLLUTION CONTROL MEASURES

This provision requires that the CONTRACTOR comply with the City's Stormwater Pollution Control Measures policy including requirements for Minimum Water Quality Protection and Wet Weather Erosion Control Plans and which are described and specified in Section 01571 of the General Requirements, "Stormwater Pollution Control Measures for Construction Activities." The CITY has the authority to terminate this

AGREEMENT and refuse payment of goods received or services performed if the CITY determines that the CONTRACTOR was non-compliant with this policy.

ARTICLE 25 -NONDISCRIMINATION AND AFFIRMATIVE ACTION

The CONTRACTOR shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this AGREEMENT, the CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The CONTRACTOR shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The CONTRACTOR shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR's AGREEMENT with the CITY.

ARTICLE 26 -LOS ANGELES CITY BUSINESS TAX REGISTRATION

The CONTRACTOR represents that it has the Business Tax Registration Certificate(s) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). For the term covered, by this Contract, the CONTRACTOR shall maintain, or obtain as necessary all such

Certificates required of it under said ordinance, and shall not allow any such Certificate to be revoked or suspended.

ARTICLE 27 - EQUAL BENEFITS ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance this AGREEMENT is subject to the Equal Benefits Ordinance, Section 10.8.2.1 of , Chapter 1 of Division 10 of the Los Angeles Administrative Code, as amended from time to time.

1. During the performance of the AGREEMENT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the Equal Benefits Ordinance (EBO). The CONTRACTOR agrees to post 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 employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ EBO may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.”

2. The failure of CONTRACTOR to comply with the EBO will be deemed to be material breach of the AGREEMENT by the BOARD.

3. If the CONTRACTOR fails to comply with the EBO, the BOARD may cancel, terminate or suspend the AGREEMENT, in whole or in part and all monies due or to become due under the AGREEMENT may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
4. Failure to comply with the EBO may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
5. If the Bureau of Contract Administration determines that a CONTRACTOR has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the BOARD may terminate the AGREEMENT on behalf of the City. Violation of this provision may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

ARTICLE 28 - CHILD SUPPORT ASSIGNMENT ORDERS

This AGREEMENT is subject to Section 10.10, Article 1, Chapter 1, Division of the Los Angeles Administrative Code Child Support Assignment Orders. CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations.

Pursuant to this Section, the CONTRACTOR (and any subcontractor providing services to the CITY under this AGREEMENT) shall (1) fully comply with all State and Federal employment reporting requirements for CONTRACTOR or CONTRACTOR's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of the CONTRACTOR and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code Section 5230, et seq.; and (4) maintain such compliance

throughout the Term of this AGREEMENT. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of CONTRACTOR or an applicable subcontractor, to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notice of Assignment or the failure of any principal owner(s) of CONTRACTOR or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this AGREEMENT subjecting this AGREEMENT to termination where such failure shall continue for more than ninety (90) days after notice for such failure to CONTRACTOR by the CITY. Any subcontract entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders ordinance. Failure of the contractor to obtain compliance of its subcontractors shall constitute default by the contractor under the terms of this contract, subjecting his contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to CONTRACTOR by the CITY.

CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

ARTICLE 29 -AMERICANS WITH DISABILITIES ACT

The CONTRACTOR shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act. The CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of

the Americans with Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 30 -FORCE MAJEURE

Notwithstanding any other revisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this AGREEMENT, if such failure shall be due to causes beyond the CONTRACTOR's or the CITY's control. Such causes include, but are not limited to, strikes, fire, flood, civil disorder, acts of God, or of the public enemy, acts of federal government, or any act of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 31- PROHIBITION AGAINST ASSIGNMENT OF RIGHTS AND AGAINST DELEGATION OF DUTIES

The CONTRACTOR may not, unless he/she has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of his duties hereunder.

ARTICLE 32 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To the CITY: Michael Brown, P.E.
 Division Engineer
 Project Award and Control Division
 Bureau of Engineering
 1149 South Broadway Street, Suite 140 Los Angeles, CA
 90015

To the CONTRACTOR: Interior Demolition Inc.
 6708 Foothill Blvd., Ste 106
 Tujunga, CA 91042

ARTICLE 33 - SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 34 -DISPUTES

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

ARTICLE 35 -CLAIMS

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

ARTICLE 36 - SUBCONTRACT APPROVAL

All subcontracts in excess of \$5,000 shall require the prior approval of the City. A copy of all subcontracts shall be submitted to the CITY concurrent with submittal of proposals for any task order under this AGREEMENT, showing the subcontractor's name and dollar amount of each subcontract. Wholly-owned subsidiaries of CONTRACTOR shall not be considered subcontractors.

ARTICLE 37 - INDEPENDENT CONTRACTORS

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

ARTICLE 38 -WAIVER

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

ARTICLE 39 - ENTIRE AGREEMENT

This AGREEMENT sets forth all the rights, duties, agreements, representation, and understandings of the parties hereto with respect to the subject matter hereof, and supersedes and/or replaces any previous understandings, proposals, commitments or agreements, whether oral or written, relating thereto. This AGREEMENT may be modified or amended only as herein provided.

ARTICLE 40 - APPLICABLE LAW

Each party's performance hereunder shall comply with all applicable laws Of the United States of America, the State of California, and the CITY of Los Angeles. This AGREEMENT shall be governed by, enforced, and interpreted under the law of the State of California and the CITY of Los Angeles. 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 Agency having jurisdiction over this AGREEMENT, the validity of the remaining portions of provisions shall not be affected thereby.

This AGREEMENT was executed by the parties on the day and year written below and inscribed before the respective signatures.

CITY OF LOS ANGELES

By: Cynthia M. Ruiz
Cynthia M. Ruiz

Title: President, Board of Public Works

Date: MAR 14 2007

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: M. M. Ruiz
Title: Vice President
Date: 11/14/06

APPROVED AS TO FORM:

Rockard J. Delgadillo, City Attorney

By: Christopher M. Westhoff
Christopher M. Westhoff

Title: Assistant City Attorney

Date: 11/16/07

ATTEST:

Frank T. Martinez, City Clerk

By: Pyadesan
Title: Deputy Clerk
Date: 3-15-07

C-111420



Amendment No. 1

to

Contract No. C-111420

between

City of Los Angeles

and

Interior Demolition Inc.

for

Demolition of Structures for
Department of Public Works-Bureau of Engineering
On-Call Demolition Program

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AMENDMENT NO. 1 TO CONTRACT NO. C-111420, FOR ON-CALL DEMOLITION SERVICES BETWEEN THE CITY OF LOS ANGELES AND INTERIOR DEMOLITION INC.

This Amendment modifies Contract No. C-111420 executed March 15, 2007, between the City of Los Angeles, Municipal Corporation acting by order of and through its Board of Public Works (Board), hereinafter referred to as the "CITY", and Interior Demolition Inc., hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the need to expeditiously demolish existing buildings, structures, and other facilities and properties for the Department of Public Works-Bureau of Engineering On-Call Demolition Contract Program, is essential for completing construction projects on schedule, the prevention of vandalism, transient occupancy, and damages, as well as for the preservation of the public's safety; and

WHEREAS, the expeditious need for demolition work is beyond the capacity for the CITY'S forces and must be performed by private contractors; and

WHEREAS, on May 31, 2006 the Board of the CITY authorized a "Request for Qualifications" (RFQ) and the selection process for establishing two lists of pre-qualified on-call demolition contractors; a primary list to be eligible to bid on project task orders estimated at less than or equal to \$100,000 and a secondary list comprised of those contractors who have complied with the MBE/WBE/OBE Subcontractor Outreach Program requirements to be eligible to bid on project task orders with an estimated value greater than \$100,000; and

WHEREAS, on March 14, 2007 the Board approved both lists, placing all eleven contractors on the primary list (for work on project task orders estimated below \$100,000) and placing seven of the eleven contractors who met the MBE/WBE/OBE Subcontractor Outreach program requirements on the secondary list (for work on project task orders estimated at greater than \$100,000) based on the evaluation criteria set forth in the RFQ; and

WHEREAS, the Board authorized that project task orders will only be advertised to and solicited from the contractors on the appropriate pre-qualified list as determined by the amount of the City Engineer's estimate; and

WHEREAS, the Contract between the CITY and the CONTRACTOR, the term of which will expire on March 15, 2012, requires an amendment to provide continuous on-call demolition services until a new list of pre-qualified contractors is developed and both the CITY and the CONTRACTOR have agreed to extend the term of the Contract for 4 (four) additional years through March 15, 2016.

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

ARTICLE 1

SECTION HEADINGS

No Change

ARTICLE 2

DEFINITIONS

No Change

ARTICLE 3

PROJECT DESCRIPTION

No Change

ARTICLE 4

PROJECT TASK ORDER BIDDER SUBMITTALS

No Change

ARTICLE 5

EXPEDITED CONTRACT AWARD, BONDS, AND NOTICE TO PROCEED

No Change

ARTICLE 6

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED AT THE TIME OF THE TASK BID

No Change

ARTICLE 7

CONTRACTOR SCOPE OF SERVICES

No Change

ARTICLE 8 **COMPENSATION, INVOICING, & PAYMENT COMPENSATION**

No Change

ARTICLE 9 **PERMITS**

No Change

ARTICLE 10 **DISCOUNTS**

No Change

ARTICLE 11 **TERM OF AGREEMENT**

Article 11 is hereby amended in its first paragraph to read as follows:

The term of this Agreement shall expire **9 (nine) years** from the date the City Clerk attests the Agreement, unless terminated sooner as provided under Article 5, 12 or 15 of this Agreement.

ARTICLE 12 **CONTRACTOR EVALUATION ORDINANCE**

No Change

ARTICLE 13 **MBE/WBE/OBE SUBCONTRACTOR OUTREACH PROGRAM**

No Change

ARTICLE 14 **MANDATORY SUBCONTRACTING MINIMUM**

No Change

ARTICLE 15 **TERMINATION**

Article 15 is hereby amended to read as follows:

15.1 Termination for Convenience

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR 30 (thirty)

days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

15.2 Termination for Breach of Contract

15.2.1 Except for excusable delays as provided in Article 30, 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, the CITY may give CONTRACTOR written notice of such

default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

15.2.2 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 the CITY may immediately terminate this Contract.

15.2.3 If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

15.2.4 In the event the CITY terminates this Contract as provided in this Section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable

to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.

15.2.5 All finished and unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

15.2.6 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 has been issued pursuant to Article 15.1 Termination for Convenience.

15.2.7 The rights and remedies of the CITY provided in this Section shall not be exclusive and are in

addition to any other rights and remedies
provided by law or under this Contract.

ARTICLE 16 **INDEMNIFICATION AND INSURANCE**

No Change

ARTICLE 17 **BONDS**

Article 17 is hereby amended in its first paragraph to read as follows:

Duplicate copies of all bonds, which may be required hereunder, 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 in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

ARTICLE 18 **PREVAILING WAGE**

No Change

ARTICLE 19 **CHANGES AND MODIFICATIONS**

No Change

ARTICLE 20 **EMERGENCY CHANGE IN WORK**

No Change

ARTICLE 21 **CONTRACTOR RESPONSIBILITY ORDINANCE**

No Change

ARTICLE 22 **ENVIRONMENTAL CONTROL**

No Change

ARTICLE 23

SOLID RESOURCES MANAGEMENT

Article 23 is hereby amended to read as follows:

This Agreement is subject to the Construction and Demolition Waste Recycling Ordinance provisions in Chapter VI, Article 6, Sections 66.32 through 66.32.5 of the Los Angeles Municipal Code, as amended from time to time and incorporated herein as EXHIBIT A.

ARTICLE 24

STORMWATER POLLUTION CONTROL MEASURES

No Change

ARTICLE 25

NONDISCRIMINATION AND AFFIRMATIVE ACTION

Article 25 is hereby amended in its title and content to read as follows:

NONDISCRIMINATION

Unless otherwise exempt, this Contract is subject to the nondiscrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time.

The CONTRACTOR shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic

partner status, marital status or medical condition. The CONTRACTOR shall also comply with all rules, regulations, and policies of the CITY'S Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

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

ARTICLE 26

LOS ANGELES CITY BUSINESS TAX REGISTRATION

No Change

ARTICLE 27

EQUAL BENEFITS ORDINANCE

Article 27 is hereby amended to correct the contact phone number for the Bureau of Contract Administration, Office of Contract Compliance to (213) 847-2625.

ARTICLE 28

CHILD SUPPORT ASSIGNMENT ORDERS

No Change

ARTICLE 29

AMERICANS WITH DISABILITIES ACT

No Change

ARTICLE 30

FORCE MAJEURE

No Change

ARTICLE 31

**PROHIBITION AGAINST ASSIGNMENT OF RIGHTS AND
AGAINST DELEGATION OF DUTIES**

No Change

ARTICLE 32

CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

Article 32 is hereby amended as follows:

To the CITY: Ted S. Allen, P.E.
Division Engineer
Project Award and Control Division
Bureau of Engineering
1149 South Broadway Street, Suite 140
Los Angeles, CA 90015

To the CONTRACTOR: Interior Demolition Inc.
2621 Honolulu Avenue
Montrose, CA 91020

ARTICLE 33

SEVERABILITY

No Change

ARTICLE 34

DISPUTES

No Change

ARTICLE 35

CLAIMS

No Change

ARTICLE 36

SUBCONTRACT APPROVAL

Article 36 is hereby amended in its entirety to read as follows:

All subcontracts in excess of \$5,000 shall require the prior approval of the CITY. A list of all subcontracts shall be submitted to the CITY concurrent with submittal of proposals for any task order under this Contract, showing the subcontractor's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors.

ARTICLE 37 **INDEPENDENT CONTRACTORS**

No Change

ARTICLE 38 **WAIVER**

No Change

ARTICLE 39 **ENTIRE AGREEMENT**

No Change

ARTICLE 40 **APPLICABLE LAW**

No Change

The Contract is hereby amended to include the following Articles:

ARTICLE 41 **SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT.

ARTICLE 42

AFFIRMATIVE ACTION

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for

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

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any CONTRACTOR to comply with the

Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

- F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the Contract, a penalty of ten dollars (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award

of the Contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this Section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the Contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and

furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier, the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of Contract award for the entire Contract term without the mutual agreement of the awarding authority and CONTRACTOR.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 2. Classroom preparation for the job when not

apprenticeable;

3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the CONTRACTOR, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

- N. Any adjustments which may be made in the CONTRACTOR'S or supplier's work force to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work

force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the CONTRACTOR at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.
- Q. All contractors subject to the provisions of this Section shall include a like provision in all subcontracts awarded for work to be performed under the Contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

ARTICLE 43

FALSE CLAIMS ACT

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

ARTICLE 44

EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this Section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance

for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.

- E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to CONTRACTOR.
- F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of

Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

EXCEPT AS EXPRESSLY MODIFIED herein, the Contract executed March 15, 2007 remains unchanged.

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

CITY OF LOS ANGELES

By: _____
Andrea A. Alarcon
Title: President, Board of Public Works
Date: _____

By: _____
Title: _____
Date: _____

CONTRACTOR:

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Carmen A. Trutanich, City Attorney
By: _____
Title: Assistant City Attorney
Date: _____

ATTEST:

June Lagmay, City Clerk
By: _____
Title: _____
Date: _____

EXHIBIT A

BOARD OF
PUBLIC WORKS

COMMISSIONERS

CYNTHIA M. RUIZ
PRESIDENT

ANDREA A. ALARCÓN
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO TEMPORE

STEVEN T. NUTTER

VALERIE LYNNE SHAW

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

KAREN A. COCA
ACTING DIVISION MANAGER

SOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 10TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3671
EMAIL: srcred@san.lacity.org
WEBSITE: www.lacitysan.org

Construction & Demolition Waste Recycling Ordinance Compliance Packet:

1. INFORMATIONAL FLIER ABOUT NEW C&D WASTE RECYCLING ORDINANCE

2. COPY OF ORDINANCE

3. SOLID WASTE HAULER PERMIT APPLICATION FORMS

C&D waste can only be legally collected, removed or transported by City Permitted Solid Waste Haulers and C&D waste can only be taken to City Certified Processors.

Complete and submit an application for a waste hauler permit prior to handling C&D waste within the City. The forms required as part of the Solid Waste Hauler Permit Application process are:

- ◆ Solid Waste Hauler/Contractor Permit Application Form
- ◆ Annual Reporting Form – A Waste Hauler/Contractor Annual Reporting Form is required for reporting years 2002 to the current completed calendar year.
- ◆ Quarterly Payment Form - There is an AB939 Compliance Fee equal to 10% of annual gross receipts associated with waste hauling. This form must accompany your quarterly payments and/or payment of unpaid quarters. This fee does not apply to those whose annual tonnage is below 1,000 tons.

4. LIST OF CITY CERTIFIED PROCESSORS

All non-source separated C&D waste generated within the City can only be taken to City Certified Processors of C&D waste. Certified Processors of C&D waste are listed in this document.

5. 2010-2011 PERMITTED COMMERCIAL WASTE HAULER LIST

If you decide to use independent waste haulers to collect, remove or transport C&D waste from City sites, they MUST be permitted and selected from the City's authorized list of permitted haulers.

6. FOR MORE INFORMATION Visit "What's New" at www.lacitysan.org to get more information on the new Citywide C&D Waste Recycling Ordinance, including latest versions of forms/documents required to comply. You may also call (213) 485 – 2260 or email your questions to the Bureau of Sanitation: srcred@lacity.org

\\82cvcfs1\srcred\ORGANICS_CONTRACTING\C and D\Implementation 2011\Compliance Forms Packet\Compliance Packet Table of Contents.doc





- FOR CONTRACTORS - CONSTRUCTION & DEMOLITION WASTE RECYCLING ORDINANCE EFFECTIVE JANUARY 1, 2011

THE CONSTRUCTION & DEMOLITION (C&D) WASTE RECYCLING ORDINANCE ESTABLISHES RECYCLING REQUIREMENTS FOR C&D WASTE GENERATED WITHIN THE CITY. THE ORDINANCE IS EFFECTIVE JANUARY 1, 2011.

ON-SITE SOURCE SEPARATION OF C&D RECYCLABLES REMAINS THE CITY'S PRIMARY PREFERENCE FOR DIVERSION, AND IS EXEMPT FROM MANY REQUIREMENTS OF THIS ORDINANCE

ANY C&D WASTE REMAINING AFTER ON-SITE SOURCE SEPARATION MUST BE LAWFULLY DELIVERED IN ACCORDANCE WITH THE C&D WASTE RECYCLING ORDINANCE.

THE KEY ELEMENTS OF THE C&D WASTE RECYCLING ORDINANCE ARE AS FOLLOWS:

- ◆ All non-source separated C&D waste generated within the City (any amount) can only be taken to City Certified Processors of C&D waste.
- ◆ C&D waste can only be legally collected, removed, or transported by City Permitted Solid Waste Haulers.
- ◆ If you collect, remove, or transport C&D waste from City sites, then you must obtain a Solid Waste Hauler Permit from the Bureau of Sanitation.
- ◆ If you use independent waste haulers to collect, remove, or transport C&D waste from City sites, the hauler must be permitted and selected from the Bureau of Sanitation's authorized list of Permitted Solid Waste Haulers. If you do not use a City Permitted Waste hauler, you become the hauler and responsible for the disposition of the mixed waste and potential penalties.
- ◆ Bins used to collect, remove or transport C&D waste must be clearly marked with the name and phone number of the owner of the bin.
- ◆ Penalties of up to \$5,000 will be assessed, against the hauler, for the unlawful disposition of C&D waste per each load of C&D waste not taken to City Certified Processors of C&D waste.
- ◆ Further, collecting, removing or transporting C&D waste within the City without a valid Solid Waste Hauler Permit is a criminal misdemeanor subject to fines and/or imprisonment.

CITY OF LOS ANGELES



SANITATION

DEPARTMENT OF
PUBLIC WORKS

HOW TO COMPLY

**Contact the
Bureau of
Sanitation:**

**By Phone @:
(213) 485-2260**

**By E-Mail@:
SRCRD@
lacity.org**

**By Fax@:
(213) 485-3671**

**For More
Information
visit "What's
New" at:**

www.lacitysan.org

ORDINANCE NO. 181519

An Ordinance amending Chapter VI, Article 6, Sections 66.32 through 66.32.5, and repealing Sections 66.32.6 through 66.32.8, of the Los Angeles Municipal Code to require that construction and demolition waste generated within the City of Los Angeles be taken to a City certified construction and demolition waste processing facility.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. Section 66.32 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 66.32. PURPOSE AND DEFINITIONS.

In order to meet the diversion goals of AB 939 and the City of Los Angeles which will total 70 percent (70%) by the year 2013, solid waste haulers, contractors and recyclers shall register with the City to obtain a permit. Among the various purposes of this program is the goal of maintaining an open and competitive market for all companies providing solid waste and disposal services in the City, and to mandate the recycling of **construction and demolition waste. As used in this Section and in Sections 66.32.1** through 66.32.5, the following terms shall have the meanings set forth below:

1. **AB 939** shall mean the State of California's Integrated Waste Management Act of 1989, as may be amended from time to time, and as set forth in California Public Resources Code Sections 40050, *et seq.*, and implementing regulations of the Department of Resources Recycling and Recovery (CalRecycle).

2. **AB 939 Compliance Permit** shall mean a permit issued pursuant to the provisions of Subsection (a) of Section 66.32.1.

3. **Appellant** shall mean a Person who files a written request for a hearing pursuant to the provisions of Subdivision (1) of Subsection (d) of Section 66.32.3.

4. **Board** shall mean the City of Los Angeles Board of Public Works.

5. **Certified Construction and Demolition Waste Processing Facility** shall mean a waste processing facility, possessing valid and current certification from the City of Los Angeles, that accepts loads of Construction and Demolition Waste for the purpose of recovering reusable and recyclable materials and disposing of non-recyclable residual materials.

6. **City** shall mean the City of Los Angeles.

7. **Co-Mingled Recyclables** shall mean material that has been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of

additional sorting or processing the material for recycling or reuse in order to return the material to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Co-Mingled recyclables shall not consist of Construction and Demolition Waste.

8. **Contractor** shall mean any Person who enters into a contract for any construction or demolition project that requires a permit from the Department of Building and Safety.

9. **Construction and Demolition Waste** shall mean solid waste that results directly from construction, remodeling, repair, demolition, or deconstruction of buildings and other structures, does not contain hazardous waste (as defined in California Code of Regulations, Title 22, Section 66621.3, *et seq.*), and contains no more than one percent (1%) putrescible wastes by volume, calculated on a monthly basis. Construction and Demolition Waste includes, but is not limited to, asphalt, concrete, Portland cement, brick, lumber, wallboard, roofing material, ceramic tile, pipe, glass, carpet or associated packing.

10. **Gross Receipts** shall mean those receipts defined as Gross Receipts in Los Angeles Municipal Code Section 21.00 (a) generated by the collection of Solid Waste including, but not limited to, service, container rental, disposal and processing charges. For purposes of this Section and Sections 66.32.1 through 66.32.5, Gross Receipts shall not be applicable to receipts generated by the collection and sale of Source-Separated Materials or Co-Mingled Recyclables.

11. **Permittee** shall mean a Person issued an AB 939 Compliance Permit pursuant to the provisions of Subsection (a) of Section 66.32.1.

12. **Person** shall mean natural person, business, contractor, joint venture, joint stock company, firm, partnership, association, club, company, corporation, business trust, or organization, or the manager, employer, agent, servant, officer, or employee of any of them. Person shall not mean the City of Los Angeles, or any of its constituent entities, departments, boards, employees or officers.

13. **Self-hauler** shall mean a Person who is not primarily engaged in the business of collection, removal or transportation of Solid Waste but in the course of performing the Person's primary business function incidentally transports Solid Waste. Examples of Self-haulers include, but are not limited to, gardeners, landscapers, and household cleanup service firms. If the incidental collection, removal or transportation of Solid Waste includes Construction and Demolition Waste, however, the Person is not a Self-Hauler but instead is a Solid Waste Hauler subject to all of the requirements applicable to Solid Waste Haulers.

14. **Solid Waste** shall mean waste that the Department of Resources Recycling and Recovery (CalRecycle) has deemed acceptable for disposal at a Class III Landfill,

including Construction and Demolition Waste, and shall not include Source-Separated Material or Co-Mingled Recyclables.

15. **Solid Waste Hauler** shall mean any Person engaged in the business of providing or responsible for the collection, removal or transportation of Solid Waste, Construction and Demolition Waste, Source-Separated Materials, or Co-Mingled Recyclables generated within the City.

16. **Source-Separated Material** shall mean material that has been separated or kept separate from the solid waste stream at the point of generation and has not been commingled with other solid waste or recyclable materials. To qualify as Source-Separated Material, each type of material must be transferred in a separate container to a recycling center. Source-Separated Material includes, but is not limited to, Construction and Demolition Waste such as clean wood, clean concrete or metals.

Sec. 2. Section 66.32.1 of Los Angeles Municipal Code is amended to read as follows:

SEC. 66.32.1. SOLID WASTE HAULER PERMIT REQUIREMENTS.

(a) **Permit Required.**

(1) Persons who collect, remove or transport Solid Waste, including Construction and Demolition Waste, Source-Separated Materials or Co-Mingled Recyclables, generated within the City, must obtain, in addition to all other required permits, an AB 939 Compliance Permit from the Bureau of Sanitation.

(2) Persons who arrange for the removal or transportation of Construction and Demolition Waste generated within the City, and who do not contract or otherwise arrange with a Permittee to remove or transport such Waste, must obtain an AB 939 Compliance Permit from the Bureau of Sanitation.

(3) **Exceptions to Permit Requirement.** Subdivision (1) of this Subsection does not apply to Self-Haulers who in the course of performing their primary business function incidentally collect, remove or transport Solid Waste (excluding Construction and Demolition Waste), Source-Separated Materials or Co-Mingled Recyclables, generated within the City, and the total amount of all such Wastes, Materials and Recyclables collected, removed or transported is less than one thousand (1,000) tons per year.

(4) **Exceptions to Permit Requirement.** Subdivision (1) of this Subsection does not apply to residence owners who generate Construction and Demolition Waste during the course of personally performing construction and demolition projects at their own residences and transport such Waste in their own vehicles.

(b) Construction and Demolition Waste Transportation Requirements.

(1) Every Person required to obtain an AB 939 Compliance Permit who collects, removes or transports Construction and Demolition Waste within the City must transport the Waste for disposition as follows:

(i) delivery of the Construction and Demolition Waste to a Certified Construction and Demolition Waste Processing Facility; or

(ii) delivery of the Construction and Demolition Waste to a facility other than a Certified Construction and Demolition Waste Processing Facility if at least two Certified Construction and Demolition Waste Processing Facilities refuse to accept the Waste and provide the Person with a rejection slip. Rejection slips must be maintained for a minimum of three years from the date the Person received the rejection slips.

(2) Subdivision (1) of this Subsection shall not apply to the collection, removal, or transportation of Source-Separated Material generated from a project within the City and delivered to a recycling facility, or segregated for on-site recycling.

(3) Subdivision (1) of this Subsection shall not apply to residence owners who generate Construction and Demolition Waste during the course of performing construction and demolition projects at their own residences and transport such Waste in their own vehicles.

(c) Reporting and Documentation Requirements.

(1) Every Person required to obtain an AB 939 Compliance Permit shall submit reports as required by the Bureau of Sanitation, on forms provided by the Bureau, documenting all disposal and diversion amounts of materials generated within the City and other information that the Bureau may require.

(2) Documentation. Every Person required to obtain an AB 939 Compliance Permit must maintain documentation of all disposal and diversion amounts of materials generated within the City and other documents that the Bureau may require. Such documentation includes, but is not limited to, invoices, weight tickets, rejection slips (where issued), weight tickets from a destination other than a Certified Construction and Demolition Waste Processing Facility (where issued), and documents identifying construction and demolition project location, quantity of Construction and Demolition Waste, quantity of Solid Waste, quantity of Source-Separated Material and Co-Mingled Recyclables, and destination of each load of material. The documentation required to be maintained by this Subdivision must be kept for at least three years from the date of document creation.

(d) **Bins.** Bins owned by Solid Waste Haulers that are used to collect, remove or transport Solid Waste, Construction and Demolition Waste, Co-Mingled Recyclables or Source-Separated Material generated within the City must be clearly marked with the Solid Waste Hauler's name and phone number.

Sec. 3. Section 66.32.2 of Los Angeles Municipal Code is amended to read as follows:

SEC. 66.32.2. AB 939 COMPLIANCE FEES.

(a) Solid Waste Haulers required to obtain an AB 939 Compliance Permit must pay a fee equal to ten percent (10%) of their annual Gross Receipts. Funds from such fees shall be deposited into the Citywide Recycling Trust Fund established at Section 5.497 of the Los Angeles Administrative Code.

(b) Fees imposed pursuant to the provisions of Subsection (a) of this Section are payable quarterly, and payment is due on or before the thirtieth (30th) day following the end of the calendar quarter in which Gross Receipts are generated. Fees not paid on or before the thirtieth day following the end of the calendar quarter shall be deemed delinquent, and an additional charge equal to two and one-half percent (2.5%) of the fee owed shall be added to the fee, and the additional charge shall become part of the fee owed. An additional two and one-half percent (2.5%) shall be added to such fees for each subsequent calendar quarter that payment of the fee owed is not received by the City, not to exceed a total of ten percent (10%).

(c) Subsection (a) of this Section shall not apply to Solid Waste Haulers who have obtained an AB 939 Compliance Permit and whose annual tonnage is below one thousand (1,000) tons per year.

(d) Gross Receipts generated from collection or sale of Source-Separated Materials or Co-Mingled Recyclables shall not be subject to the AB 939 Compliance Fee.

(e) Fees Imposed pursuant to the provisions of Subsection (a) of this Section shall be owed in addition to any taxes owed pursuant to the provisions of Los Angeles Municipal Code Section 21.00, et. seq., and in addition to any other taxes, fees or charges owed for the same period.

(f) The Board of Public Works shall allocate a portion of the fees collected pursuant to the provisions of Subsection (a) of this Section for use as incentives to increase recycling activities. The percentage may be adjusted annually, shall be subject to Council approval, and shall be based on the amount of diversion reported by Solid Waste Haulers.

Sec. 4. Section 66.32.3 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 66.32.3. VIOLATIONS, PENALTIES, AND PERMIT SUSPENSION AND REVOCATION.

(a) **Violations for Collecting, Removing or Transporting Solid Waste without a Valid AB 939 Compliance Permit.** Any Person who willfully violates any requirement of Subsection (a) of Section 66.32.1 shall be guilty of a misdemeanor. The penalty upon conviction shall not be more than a fine of \$1,000 or imprisonment in the county jail, not exceeding six months, or both fine and imprisonment. Violations are deemed to be continuing violations, and each day that a violation continues is deemed to be a new and separate offense.

(b) **Administrative Penalties for Unlawful Disposition of Construction and Demolition Waste.** Any Person who fails to deliver Construction and Demolition Waste to a Certified Construction and Demolition Waste Processing Facility as required in Subsection (b) of Section 66.32.1 shall pay the following Administrative Penalties: \$1,000 for the first violation; \$2,000 for the second violation that occurs within six months of a first violation; \$5,000 for a third violation that occurs within six months of a second violation; and \$5,000 for each violation that occurs after imposition of a \$5,000 penalty. The Bureau of Sanitation shall provide written notice of penalties assessed pursuant to the provisions of this Subsection by issuance of a Notice of Penalty Assessment. Delivery of each and every load of Construction and Demolition Waste in violation of the provisions of Subsection (b) of Section 66.32.1 shall constitute a separate violation of the Subsection.

(c) **Permit Suspension, and Revocation.** The City reserves the right to suspend or revoke an AB 939 Compliance Permit upon 30 days notice by issuance of a Notice of Suspension or Notice of Revocation, if the Permittee fails to comply with any of the terms and conditions specified in the Permit or in this Code, including but not limited to waste transportation requirements imposed pursuant to the provisions of Subsection (b) of Section 66.32.1, reporting and documentation requirements imposed pursuant to the provisions of Subsection (c) of Section 66.32.1, and payment of fees imposed pursuant to the provisions of Section 66.32.2. Violations of other Los Angeles Municipal Code sections or other laws may constitute just cause for suspension or revocation of an AB 939 Compliance Permit.

(d) **Appeals of Notice of Penalty Assessment, Notice of Suspension and Notice of Revocation.**

~~(1) Right to Appeal: Where a Person is issued a Notice of Penalty Assessment, Notice of Suspension or Notice of Revocation pursuant to the provisions of Subsections (b) or (c) of this Section, and the Person believes that the Notice was issued in error or that the penalty assessed was excessive or in error, the Person may appeal by filing, within thirty (30) days of when the Bureau of Sanitation mailed the Notice of Penalty Assessment, Notice of Suspension or Notice of Revocation, a written request for a hearing before the Board. If the Board does not receive the written request for a hearing within thirty (30) days of when the Bureau of Sanitation mailed the Notice of Penalty Assessment, Notice of Suspension or Notice of Revocation, the penalty assessment, suspension, or~~

revocation, whichever is applicable, shall be deemed final and no further administrative relief can be obtained

(2) If an Appellant timely files a written request for a hearing pursuant to the provisions of Subdivision (1) of this Subsection, the penalty assessment, suspension or revocation that is the subject of the request shall be stayed pending a hearing before the Board.

(3) After receipt of a written request for a hearing filed pursuant to and in compliance with the provisions of Subdivision (1) of this Subsection, the Board will set the matter on one of its regular agendas as soon thereafter the Board deems practical. At the Board hearing, the Board shall hear the testimony of the Appellant, Bureau of Sanitation staff, and other testimony it deems relevant. Appellant shall have the burden of proof, and shall present substantial evidence on the Appellant's behalf. Upon conclusion of the hearing, the Board shall issue a verbal or written decision. The Board may affirm the Notice of Suspension or Notice of Revocation or rescind it, and may affirm the penalty assessment, decrease it, or cancel it. If the Board affirms a Notice of Suspension or Notice of Revocation, the suspension or revocation shall be effective on the date of the Board's decision, unless the Board decides otherwise. If the Board affirms a penalty assessment, the amount affirmed shall be owed thirty (30) days after issuance of the Board's decision, unless the Board decides otherwise. Once the Board issues a decision, the matter is final and no further administrative relief is provided by the City.

(e) **Authority to Take Possession of Permit.** The Director of the Bureau of Sanitation, or an authorized representative, may take possession of any AB 939 Compliance Permit, or other document issued pursuant to the provisions of Section 66.32 through 66.32.2, which is expired or is suspended, revoked, or otherwise invalid. Any decal approved by the Board that is not attached to the vehicle for which it was issued may be seized by the Director of the Bureau of Sanitation or an authorized representative.

Sec. 5. Section 66.32.4 of Los Angeles Municipal Code is amended to read as follows:

SEC. 66.32.4. COMPLIANCE PERMIT TERMS AND CONDITIONS.

(a) The City shall not limit the number of AB 939 Compliance Permits issued.

(b) All AB 939 Compliance Permits shall be subject to the terms and conditions specified in the Permit, and to all other applicable federal, state and local laws and regulations, including the Los Angeles Municipal Code.

(c) The City has the right to revise or add to the requirements of the AB 939 Compliance Permit to the extent permitted by law.

(d) The City may revoke or suspend any AB 939 Compliance Permit as provided in the terms of the Permit, by this Code, or as otherwise allowed by law.

(e) Inspection and Site Visits.

(1) The Director of the Bureau of Sanitation, or the Director's designee, shall have the right at any time during normal business hours to inspect the records of any Permittee for the purpose of determining compliance with AB 939 and other reporting requirements, to determine proper calculation and payment of fees, and to verify the lawful disposition of Construction and Demolition Waste. The City will provide Permittee reasonable notice of its intention to inspect the Permittee's records.

(2) The Director of the Bureau of Sanitation, or the Director's designee, shall have the right at any time to conduct site visits to determine compliance with Section 66.32 through 66.32.3, including, but not limited to, inspections of construction or demolition sites within the City to verify diversion requirements of Subsection (b) of Section 66.32.1.

(f) The Bureau of Sanitation shall have the authority to administer all provisions of Sections 66.32 through 66.32.5, and to enforce the provisions by any and all lawful means.

Sec. 6. Section 66.32.5 of the Los Angeles Municipal Code is amended to read as follows:

SEC. 66.32.5. INDEMNIFICATION. All AB 939 Compliance Permits shall include a provision that the Permittee undertakes and agrees to defend, indemnify, and hold harmless the City, and all of the City's Boards, Officers, Agents, Employees, Assigns and Successors in Interest, from and against any all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including Permittee's employees and agents, or damage to or destruction of any property of either the City or Permittee or of third parties, arising in any manner by reason of the Permittee's negligence, willful misconduct, or errors and omissions incident to or arising from the issuance of the AB 939 Compliance Permit or the operations taken pursuant to issuance of the Permit.

Sec. 7. Sections 66.32.6, 66.32.7, and 66.32.8 of the Los Angeles Municipal Code are repealed.

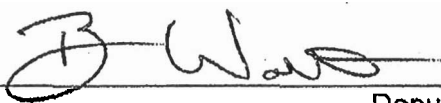
Sec. 8. Severability. If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining portions of this ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this ordinance are declared to be severable.

Sec. 9. Operative Date. The provisions of this ordinance shall be operative as of January 1, 2011.

Sec. 10. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of DEC 17 2010.

JUNE LAGMAY, City Clerk

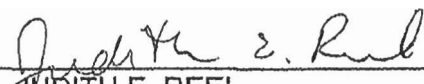
By  Deputy

Approved JAN 06 2011

 Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By 
JUDITH E. REEL
Deputy City Attorney

Date December 12, 2010

File No. 09-3029


**CITY OF LOS ANGELES
SOLID WASTE HAULER/CONTRACTOR PERMIT APPLICATION**

INSTRUCTIONS: Submit completed application form to City of Los Angeles, Bureau of Sanitation, Solid Resources Citywide Recycling Division, Hauler Permit Section, 1149 S. Broadway 10th Floor, LA CA 90015 (phone: 213-485-2260). In return, you will receive a permit decal for each solid waste collection vehicle and each bin (10 cubic yards or larger) indicated on the application. You will also receive four quarterly AB 939 Compliance Fee payment forms that, together with your payments, should be submitted to the above address within 30 days following the end of each calendar quarter.

HAULER/CONTRACTOR INFORMATION		☐ NEW APPLICATION ☐ RENEWAL
☐ WASTE HAULER OR ☐ C&D CONTRACTOR		☐ COMPANY OR ☐ CORPORATION
COMPANY/CORPORATE NAME: _____		
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____		
PHONE: (____) _____ - _____ FAX: (____) _____ - _____ EMAIL ADDRESS: _____		
MAILING ADDRESS (if different than above): _____ CITY: _____ STATE: _____ ZIP: _____		
☐ OWNER/ ☐ PRESIDENT NAME: _____ CA DRIVER'S LICENSE NO.: _____		
HOME ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____		
EFFECTIVE DATE OF BUSINESS: _____ DATE OF INCORPORATION: _____		
CITY OF LOS ANGELES BUSINESS TAX REGISTRATION NUMBER (BTRC): _____		
CORPORATIONS MUST PROVIDE THE FOLLOWING INFORMATION FOR EACH CORPORATE OFFICER AND DIRECTOR (PLEASE ATTACH A SEPARATE SHEET IF MORE ROOM IS NEEDED):		
Name:	Home Address:	Phone No.: CA Driver's Lic. No.:
1. _____		
2. _____		
3. _____		
4. _____		
LIST ALL OTHER NAMES UNDER WHICH YOUR BUSINESS OPERATES IN THE CITY OF LOS ANGELES: (PLEASE ATTACH A SEPARATE SHEET IF MORE ROOM IS NEEDED):		
1. _____		
2. _____		
3. _____		
4. _____		

VEHICLE, BIN AND YARD INFORMATION

NUMBER OF TRUCKS HAULING MATERIAL IN LOS ANGELES: _____
NUMBER OF ROLL-OFF BINS USED IN LOS ANGELES (10 cubic yards or larger in size): _____
COLLECTION/MAINTENANCE YARD(S) ADDRESS(ES) :
1. _____
2. _____
3. _____

The aforementioned firm hereby states that it understands its obligations as a holder of a Solid Waste Hauler Permit, and that it will comply with the terms and conditions of all applicable provisions in the Los Angeles Municipal Code. Any changes to the application information above shall be the applicant's responsibility to submit to the City.

Signature (Owner or President Only) _____
Form Gen. 187 (REV. 03/10)

Title _____

Date _____

**CITY OF LOS ANGELES
PRIVATE SOLID WASTE COLLECTION PERMIT
TERMS AND CONDITIONS**

As allowed by the Los Angeles Municipal Code (L.A.M.C.) Sections 66.32 thru 66.32.8, the following are additional terms and conditions pursuant to issuance of any permit associated with any solid waste hauling services (including construction & demolition waste) or source-separated recycling services performed in the City of Los Angeles.

1. **Permit.** It is unlawful for any business or person to collect, haul and transport solid waste, construction & demolition waste and source-separated materials in the City, unless, at the City's sole discretion, such business or person has been granted a non-exclusive permit by the City Council or its designee. Further, it is unlawful for mixed construction & demolition waste to be delivered to a facility other than a City certified construction & demolition waste processor (upon effective date of the mixed construction & demolition waste recycling ordinance).
2. **Application.** All solid waste haulers, construction & demolition contractors and recyclers doing business in the City shall complete and submit an application for a Solid Waste Hauler Permit along with a Waste Hauler Annual Reporting Form. New solid waste haulers must submit a permit application prior to commencing hauling operations.
3. **Expiration.** Permits granted under the solid waste hauler program are valid from date of issuance through June 30th.
4. **Renewals.** Renewal applications must be received each year by or before April 30 along with a Waste Hauler Annual Reporting Form.
5. **Decals.** Every vehicle used to provide solid waste collection and transportation service and every roll-off bin (10 cubic yards or larger in size) associated with waste hauling within the City shall display a current City of Los Angeles Solid Waste Permit decal affixed so as to be clearly visible from a position outside the vehicle. Decal shall be placed in the lower right-hand or lower left-hand corner of the vehicle's front windshield and shall be affixed on the bin in a manner that is clearly visible to the public. Permittee must notify the City in writing if additional decals are needed.
6. **Permit Non-Transferable.** Permit issued is not transferable to any person, business or corporation, from the party to whom it was originally issued.
7. **Fees.** As set forth in L.A.M.C. 66.32.3(a), the fee shall be ten percent (10%) of each permittee's total of gross receipts from solid waste collection services in the City of Los Angeles. The fee shall be paid quarterly and will be due within thirty (30) days following the end of each calendar quarter in which the gross receipts are received.
8. **Late Fees.** A late fee of two and a half percent (2.5%) will be assessed for payments received after thirty (30) days at the end of the quarter for which the fees are due, and an additional two and a half percent (2.5%) for each subsequent quarter that payments are not received, not to exceed ten percent (10%) per year.
9. **Reporting.** All solid waste hauler permit holders must complete an annual City of Los Angeles Solid Waste Hauler Reporting form for solid waste collected within the City and submit the reporting form by or before April 30 along with the permit renewal. New permit applications must be accompanied with an annual reporting form in order to be processed. Reporting period shall be from January to December of the year preceding the application or renewal date.
10. **Revocation of Permit.** The City reserves the right to revoke a solid waste hauler permit, with 30-days written notice, if the permittee fails to comply with any of the terms and conditions specified herewith, including but not limited to, fee payment and reporting requirements. Violation of other Los Angeles Municipal Codes or applicable laws shall also constitute just cause for revocation of permit. The permittee has a 30-day cure period after written notice of violation and notice to appear before the Board of Public Works for a hearing regarding the proposed revocation.
11. **Termination Hearing.** Permittees shall have the opportunity to appeal any suspension, termination, or revocation of a solid waste permit to the Board of Public Works (Board). The appeal must be in the form of a written request within fifteen (15) calendar days of the effective date of revocation. Such requests must be filed directly with the Board by way of certified mail or personal delivery.
12. **Penalties.** Violations of any provision of the permit terms and conditions shall constitute a misdemeanor punishable by imprisonment in a city or county jail not exceeding six (6) months, or by fine not exceeding one thousand dollars (\$1,000), or both. Each separate day, or any portion thereof, during which any violation of the terms and conditions of the permit occurs or continues shall constitute a separate offense, and upon conviction thereof, shall be punishable as provided by this section. Further, upon the effective date of the mixed construction & demolition waste recycling ordinance, administrative penalties of up to \$5,000 will be imposed for each load of mixed construction & demolition waste not taken to a City certified construction & demolition waste processing facility.
13. **Audit and Examination of Records and Equipment.** The Director of Bureau of Sanitation (Director) or the Director's designee, shall have the power to audit and examine all books and records, and, where necessary, all equipment, of any permittee for the purpose of determining AB939 compliance, compliance with the mixed construction & demolition waste recycling policy and all other permitting requirements and to determine proper calculation and payment of fees and proper recycling of construction & demolition waste. If the permittee, after written demand by the Director or their designee, refuses to make available for audit, examination or verification such books, records or equipment as the Director or their designee requests, the Director retains the right to revoke or suspend the permit of said permittee.



**CITY OF LOS ANGELES
WASTE HAULER/CONTRACTOR ANNUAL REPORTING FORM**

Section I. COMPANY INFORMATION

Corporate Name		
Waste Hauler Permit ID		
Business Name (DBA)		
Address		
City, State, Zip Code		
Contact Name		
Phone Number		
Fax Number		
E-mail Address		
L.A. Business License No. (BTRC)		
Reporting Period	From:	To:

Section II. ACCOUNTS INFORMATION

Eligible Receipts From Refuse Routes	+ \$
Eligible Receipts from Roll-Off Service	+ \$
Total Receipts Subject to City of Los Angeles AB939 Compliance Fee	= \$

SOLID WASTE TONNAGE COLLECTED FROM THE CITY OF LOS ANGELES

Section III. FACILITIES WHERE MATERIALS WERE TAKEN TO

INSTRUCTION	List actual material delivered to facility. Do not estimate amount recycled at facilities. Facilities designated with an asterisk (*) are City-certified processors (haulers may be eligible for recycling rebate).
Point of Generation	Location where material was generated by customer and picked up by hauler prior to delivery to any processing facility
C&D	Material generated from construction and demolition activities
Greenwaste	Includes yard waste and other organics such as agricultural crop residue or manure
Inerts	Material that is deemed acceptable for disposal at an inert fill. This includes rock, concrete, brick, sand, soil, and dirt.
Source Separated C&D Material	Includes C&D material that have been separated or kept separate from solid waste stream at the point of generation and have not been commingled with other solid waste or recyclable materials. For example, each type of material must be transferred in separate containers to the processing center
Non C&D Recyclables	Includes paper, metals, glass, plastics, and other non C&D materials that have been separated, at point of generation, from mixed solid waste, and are <u>not commingled</u> with any other recyclable types. Each recyclable material type has separate container or kept separate.
Commingled Recyclables	Non C&D recyclables that have been combined or commingled with other non C&D recyclables. For example, a recycling bin with glass, plastic, and paper
Mixed C&D	Includes C&D material that have been separated or kept separate from solid waste but not from other recyclables, at point of generation. For example, a roll-off container that contains drywall, metal, roofing material, green waste, paper, etc. is considered mixed C&D
Mixed Solid Waste	Any other waste material that the CIWMB is deemed acceptable for disposal at a Class III landfill

Facility Name	Source-Separated Materials (Tons)					Mixed Materials (Tons)	
	Greenwaste	Inerts	Source-Separated C&D Material	Non C&D Recyclables	Commingled Recyclables	Mixed C&D	Mixed Solid Waste
TRANSFORMATION FACILITIES (SWIS Listed)							
Commerce Refuse To Energy							
Long Beach SRRF							
DISPOSAL FACILITIES (SWIS List)							
Azusa Land Reclamation Co Landfill							
Bradley Landfill West							
Calabasas Sanitary Landfill							

Facility Name	Source-Separated Materials (Tons)					Mixed Materials (Tons)	
	Greenwaste	Inerts	Source-Separated C&D Material	Non C&D Recyclables	Commingled Recyclables	Mixed C&D	Mixed Solid Waste
Calmat Class III Disposal Site							
Chandler's Palos Verdes Sand & Gravel Co							
Chiquita Canyon Sanitary Landfill							
El Sobrante Landfill							
Nuway Live Oak Reclamation Facility							
Peck Road Gravel Pit							
Puente Hills Landfill							
Reliance Pit No. 2							
Scholl Canyon Sanitary Landfill							
Simi Valley Landfill & Recycling Center							
Sunshine Canyon SLF County Extension							
TRANSFER STATIONS AND PROCESSORS (SWIS List)							
American Waste Industries – Norris Facility							
American Waste Transfer Station (Republic)							
Angelus Western Paper Fibers, Inc							
Athens Services							
Bel-Art Waste Transfer Station*							
Browning Ferris Industries Rec & Trans Stn (Compton)							
Burbank Recycling							
Carson Transfer Station & MRF							
Central Los Angeles Recycling Center & Transfer Station							

Facility Name	Source-Separated Materials (Tons)					Mixed Materials (Tons)	
	Greenwaste	Inerts	Source-Separated C&D Material	Non C&D Recyclables	Commingled Recyclables	Mixed C&D	Mixed Solid Waste
Coastal MRF & Transfer Station (Si-nor)							
Community Recycling Resource Recovery, Inc (Crown Disposal)*							
Cordova Construction Services							
Downey Area Recycling & Transfer*							
East Los Angeles Recycling & Transfer							
Falcon Refuse Center, Inc*							
Grand Central Recycling and Transfer Station							
H & C Disposal Company							
Innovative Waste Control*							
L & S Disposal							
Madison Materials*							
Mission Road Recycling & Transfer (Waste Transfer & Recycling)							
Paramount Resource Recycling Facility							
Pendleton Material Recovery Facility (American Waste)*							
Solid Waste Recycling & Disposal – La Puente							
South Gate Transfer Station (LA County Sanitation)							
Southern California Disposal Co. Recycling & Transfer Stn							
Waste Management South Gate Transfer (USA Waste)							
Washington Blvd Bulky Item Dropoff Center							

Facility Name	Source-Separated Materials (Tons)					Mixed Materials (Tons)	
	Greenwaste	Inerts	Source-Separated C&D Material	Non C&D Recyclables	Commingled Recyclables	Mixed C&D	Mixed Solid Waste
OTHER PROCESSORS & RECYCLERS (Not SWIS Listed)							
25 th Street Recycling							
A-1 Metals Recycling							
Active Recycling							
Agromin							
Alameda Street Metal Corp							
Alexander							
Allan Company – Baldwin Park							
Allan Company – Santa Monica							
Allwaste Recycling, Inc							
American Soil Amendment Products and Nursery							
Angeles Fibers							
Arcadia Reclamation							
B&B Pallets							
Belmont Fibers							
Best Way Recycling							
Big Valley Recycling							
C. Rubber							
California Processing							
California Shavings							
California Waste Services*							
California Wood Products							
Corridor							

Facility Name	Source-Separated Materials (Tons)					Mixed Materials (Tons)	
	Greenwaste	Inerts	Source-Separated C&D Material	Non C&D Recyclables	Commingled Recyclables	Mixed C&D	Mixed Solid Waste
CRT							
CVT Recycling							
CRA – Recycle American (Vernon)							
Dan Copp Crushing							
Dekt Company							
Downtown Metals							
Echo Metals							
Earthshine							
Foothill Waste Reclamation							
FREEDUMP							
Full Circle Recycling							
Golden State Fibers							
Hanson Aggregates (South Gate)							
L.A. Fibers Company							
Looney Bins, Inc*							
Loveco							
MB Nursery							
Mid City Iron & Metal							
Mission							
Newman and Sons, Inc							
Pacific/west Recycling Services (Manhattan Beach)							
North Hills Greenwaste & Recycling							
North Hollywood Recycling							

Facility Name	Source-Separated Materials (Tons)					Mixed Materials (Tons)	
	Greenwaste	Inerts	Source-Separated C&D Material	Non C&D Recyclables	Commingled Recyclables	Mixed C&D	Mixed Solid Waste
Pacific Coast Recycling							
Potential Industries (Wilmington)							
Quality Paper Fibers							
Recycled Fibers							
Recycled Wood Products							
Santa Monica Recycling							
Shamrock Base							
Smurfit Recycling Company							
South Coast Recycling							
Strathern Inert Landfill							
Summit Pulp and Paper							
Sun Valley Paper Stock							
Tapo Rock and Sand							
Tzeng Long USA							
United Rock Products							
Valley Base Materials							
Valley Iron & Metal Company							
Valley Recycling Center							
Ventura Co Scrap Metal & Steel							
Vulcan Materials (LA)							
Vulcan Materials (Sun Valley)							
Vulcan Materials (Wilmington)							
Waste Recovery & Recycling (South Gate)							
West Valley Recycling							

Facility Name	Source-Separated Materials (Tons)					Mixed Materials (Tons)	
	Greenwaste	Inerts	Source-Separated C&D Material	Non C&D Recyclables	Commingled Recyclables	Mixed C&D	Mixed Solid Waste
Whittier Fertilizer							
Whittier Landfill							
FOR FACILITIES NOT LISTED ABOVE, PLEASE PROVIDE IN THE SPACES BELOW OR SEPARATE SHEET							

Signature: _____ Print Name: _____

Title: _____ Date: _____

YOUR COMMENTS AND SUGGESTIONS

Your opinions are important to us. Please give us your comments and suggestions as to how we can improve the solid waste permit system; what programs you would like the City to expand or implement; how the City and your company can work together to achieve the City's diversion goal of 70% by the year 2020; or any other suggestions you may have.



**CITY OF LOS ANGELES
WASTE HAULER/CONTRACTOR QUARTERLY PAYMENT FORM**

Fees are due on or before 30 calendar days following the end of each calendar quarter wherein gross receipts are received. Late payments are subject to additional charge; please use Section III on the back page to calculate late fees for past due payments. If you need assistance filling out this form, please call the Solid Resources Citywide Recycling Division, Hauler Permit Section at (213) 485-2260. Mail completed form and payments to: 1149 S. Broadway St. 10th Floor, Los Angeles, CA 90015.

Section I. COMPANY INFORMATION

Corporate Name		
Waste Hauler Permit ID		
Business Name (DBA)		
Address		
City, State, Zip Code		
Contact Name		
Phone Number		
Fax Number		
E-mail Address		
L.A. Business License No. (BTRC)		
Reporting Quarter	From (Month/Yr):	To (Month/Yr):

Section II. CURRENT QUARTER FINANCIAL INFORMATION

a	Eligible Receipts from Refuse Routes	+ \$
b	Eligible Receipts from Container and/or Roll-Off Service	+ \$
c	Receipts Subject to City of Los Angeles AB939 Compliance Fee (Line a + Line b)	= \$
d	AB939 Compliance Fee (10% of Line c)	\$
e	Overdue Unpaid Compliance Fee(s) From Previous Quarters (Please use Section III to calculate past due AB939 fees and late fees & enter total from Line 21)	\$
f	Recycling Rebates (Must be accompanied by City-approved Rebate Voucher)	- \$
g	TOTAL AMOUNT DUE (Line d + Line e – Line f)	\$

Section III. WORKSHEET FOR PAST DUE AB939 COMPLIANCE FEES

1	Reporting Quarter (Jan – Mar) <i>[payment due 4/30]</i>	Year: _____	
2	Eligible receipts from refuse collection and roll-off service	\$ _____	
3	AB939 Compliance Fee (10% of Line 2)	\$ _____	
4	Late Payment Fee (Late Fee Rate <i>[see Table 1]</i> ____% x Line 3)	\$ _____	
5	Total Due for Quarter (Line 3 + Line 4)		\$ _____
6	Reporting Quarter (Apr – Jun) <i>[payment due 7/30]</i>	Year: _____	
7	Eligible receipts from refuse collection and roll-off service	\$ _____	
8	AB939 Compliance Fee (10% of Line 7)	\$ _____	
9	Late Payment Fee (Late Fee Rate <i>[see Table 1]</i> ____% x Line 8)	\$ _____	
10	Total Due for Quarter (Line 8 + Line 9)		\$ _____
11	Reporting Quarter (Jul – Sep) <i>[payment due 10/30]</i>	Year: _____	
12	Eligible receipts from refuse collection and roll-off service	\$ _____	
13	AB939 Compliance Fee (10% of Line 12)	\$ _____	
14	Late Payment Fee (Late Fee Rate <i>[see Table 1]</i> ____% x Line 13)	\$ _____	
15	Total Due for Quarter (Line 13 + Line 14)		\$ _____
16	Reporting Quarter (Oct – Dec) <i>[payment due 1/30]</i>	Year: _____	
17	Eligible receipts from refuse collection and roll-off service	\$ _____	
18	AB939 Compliance Fee (10% of Line 17)	\$ _____	
19	Late Payment Fee (Late Fee Rate <i>[see Table 1]</i> ____% x Line 18)	\$ _____	
20	Total Due for Quarter (Line 18 + Line 19)		\$ _____
21	TOTAL AMOUNT OF PAST DUE AB939 COMPLIANCE FEES (Add Lines 5, 10, 15 and 20)		\$ _____

Table 1

LATE FEE RATES	
Past due payments are subject to late fees as follows:	
Number of Quarters Past Due	Late Fee Rate (Percent of AB939 Compliance Fee)
1 Quarter	2.5%
2 Quarters	5%
3 Quarters	7.5%
4 Quarters	10%

I certify that the information provided on this form is true and correct. Any changes to the information provided herein shall be the Solid Waste Permit holder's responsibility to submit to the City.

Signature: _____ Print Name: _____

Title: _____ Date: _____

BOARD OF
PUBLIC WORKS

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PRESIDENTANDREA A. ALARCÓN
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CITY OF LOS ANGELES
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ASSISTANT DIRECTORSKAREN COCA
ACTING DIVISION MANAGERSOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 10TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3671
EMAIL: SRCRD@san.lacity.org
WEBSITE: www.lacitysan.org

February 10, 2011

Dear Permitted Waste Hauler:

SUBJECT: UPDATED PROCESSOR RECYCLING RATES

The following table contains a list of processors currently certified by the City of Los Angeles along with their City certified recycling rates. The rates are effective from January 1, 2011 until December 31, 2011 (unless otherwise noted below).

PROCESSOR	Mixed Solid Waste Recycling Rate	Mixed C&D Debris Recycling Rate	Mixed Food Waste Recycling Rate
Construction & Demolition Recycling Inc. (formerly IRS Demo.) 9309 Rayo Ave. South Gate, CA 90280 (323) 357-6900	N/A	76.42%	N/A
Looney Bins/ East Valley Diversion 11616 Sheldon St. Sun Valley, CA 91352 (818) 768-7197	N/A	72.59%	N/A
Community Recycling 11215 Randall St. Sun Valley, CA 91352 (818) 767-6000	42.93% *	89.83%	100.00% Effective May 1, 2010 thru April 30, 2011
American Waste Pendleton Facility 11121 Pendleton St. Sun Valley, CA 91352 (818) 768-1492	N/A	69.00%	N/A
Allied Waste Falcon Refuse Center 3031 East "I" St. Wilmington, CA 90744 (626) 255-1883	N/A	96.27%	N/A
California Waste Services 621 W. 152 nd St. Los Angeles, CA 90247 (310) 538-5998	N/A	68.43%	N/A
Madison Materials 1035 E. 4 th St. Santa Ana, CA 92701 (714) 664-0159	N/A	53.22%	N/A



PROCESSOR	Mixed Solid Waste Recycling Rate	Mixed C&D Debris Recycling Rate	Mixed Food Waste Recycling Rate
Downtown Diversion 2424 E. Olympic Blvd. Bldg. 3 Los Angeles, CA 90012 (213) 612-5005	N/A	73.39%	N/A
City Terrace Recycling 1525 Fishburn Ave. Los Angeles, CA 90063 (323) 780-7150	13.12%	N/A	N/A
Athens Services 14048 E. Valley Blvd. City of Industry, CA 91746 (626) 336-3636	27.15%	N/A	100.00% Effective: May 1, 2010 thru April 30, 2011
Direct Disposal 3720 Noakes St. Los Angeles, CA 90023 (323) 262-1604	N/A	67.46%	N/A
American Reclamation 4560 Doran St. Los Angeles, CA 90039 (323) 245-5133	N/A	77.29%	N/A
CR Transfer 11232 Knott Ave. Stanton, CA 90680 (714) 891-2776	N/A	56.40%	N/A

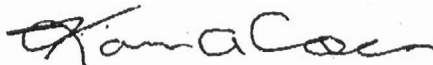
* Community Recycling weight tickets must indicate material type of "T-trash" or material to be run through the sorting trommel.

Rebate requests must be submitted within 30 days after the end of the quarter for which the rebate is being requested. The total rebate cannot exceed the amount of fees paid by the waste haulers. Waste haulers requesting a rebate must be current on all payments during the quarter for which the rebate is being requested. If a hauler is past due for a quarter, the tonnages collected for that quarter are not eligible for rebate.

PLEASE NOTE: The rebate for C&D waste is now \$5 per ton of recycled C&D material and effective January 1, 2012 onward, there will be no recycling rebates for C&D waste.

If you have any questions, please contact either Benjamin S. Novida at (213) 485-3866 or April G. Mancha at (213) 485-3843. Thank you.

Sincerely,



Karen A. Coca, Acting Division Manager
Solid Resources Citywide Recycling Division

KAC:DKM:AGM:CAP:IKI

CC: Daniel K. Meyers
Carol A. Parker
Joan C. Huang
Steven L. Isoda
Benjamin S. Novida
April G. Mancha
Lucy Lo
Hauler File

List of Permitted Waste Haulers in City of Los Angeles

Company Name	Mailing Address	City	State	Zip	Telephone
1 A & B Disposal Service	16360 Chella Dr.	Hacienda Heights	CA	91745	(626) 330-7878
2 A Big C Disposal	P.O. Box 6102	Lakewood	CA	90714-6102	(562) 867-7261
3 A&A Waste & Rolloff Services, Inc	P.O. Box 306	El Segundo	CA	90245	(310) 414-1122
4 AAA Rubbish, Inc	P.O. Box 2158	Bell Gardens	CA	90202	(562) 927-9669
5 Aaron Rubbish, Co.	P.O. Box 3663	Granada Hills	CA	91344	(323) 660-2688
6 Action Hauling Inc	14622 Ventura Blvd #737	Sherman Oaks	CA	91403-	(818) 361-7200
7 Active Recycling Co., Inc.	2000 W. Slauson Ave.	Los Angeles	CA	90047	(323) 295-7774
8 Advanced Waste Systems, Inc	1916 W. 169th St.	Gardena	CA	90247	(310) 217-0353
9 Alexander Demolition & Hauling	14000 Halldale Ave.	Gardena	CA	90249	(310) 538-4774
10 Amberfrent, Inc., DBA BG's Big Box	12087-50 Lopez Canyon Road	Sylmar	CA	91342	(818) 899-2822
11 American Reclamation, Inc.	4560 Doran St.	Los Angeles	CA	90039	(818) 552-4074
12 Angel's Trucking and Hauling	PO Box 330804	Pacoima	CA	91333	(818) 974-8954
13 Apex Waste Systems, Inc.	14521 S. Avalon Blvd.	Gardena	CA	90248	(310) 327-0553
14 Arakelian Enterprises, Inc.	P.O Box 60009	City of Industry	CA	91746-0009	(626) 336-3636
15 Arrow Disposal Service, Inc.	14330 E. Valley Blvd.	La Puente	CA	91746-	(626) 336-2255
16 B.L. Price Co.	P.O. Box 222211	New Hall	CA	91322	(661) 799-8900
17 Barraza & Sons Heavy Equipment Inc.	1545 S. Sydney Dr.	Commerce	CA	90040	(323) 981-9190
18 Bay West Refuse Removal Service	P.O. Box 25119	Los Angeles	CA	90025-	(310) 826-4477
19 BC Rolloff Service	PO Box 922583	Sylmar	CA	91342	(818) 367-2509
20 Berco Recycling	5951 Clara St	Bell Gardens	CA	90201	(562) 928-6547
21 BG Rubbish Containers	P.O. Box 800025	Santa Clarita	CA	91380	(818) 335-2038
22 Bin Rental & Canyon Disposal, Inc.	P.O. BOX 341244	Arleta	CA	91334-1244	(818) 896-5797
23 BMAKK Corporation	14521 S. Avalon Blvd	Gardena	CA	90248	(310) 329-2999

Company Name	Mailing Address	City	State	Zip	Telephone
24 Brown Roll-Off Service	13640 1/2 Dronfield Avenue	Sylmar	CA	91342	(818) 581-5267
25 Burrtec Waste Services, LLC	9890 Cherry Ave	Fontana	CA	92335	(800) 325-9417
26 Cal-Coast	12848 Imperial Hwy	Santa Fe Springs	CA	90670	(562) 484-9078
27 CALIFORNIA WASTE SERVICES INC.	621 W. 152nd Street	Gardena	CA	90247	(310) 538-5998
28 CalMet Services, Inc.	P.O. Box 2137	Paramount	CA	90723	(562) 259-1239
29 Cedarwood Young Corporation	14620 Joanbridge St.	Baldwin Park	CA	91702	(626) 962-4047
30 City Rent A Bin	901 S. Maple Avenue	Montebello	CA	90640	(323) 726-4056
31 Clean Up America	4134 Temple City Blvd	Rosemead	CA	91770	(626) 279-9930
32 College Hunks Hauling Junk	P.O. Box 457	Van Nuys	CA	91408	(818) 400-1997
33 Commercial Waste Services	P.O. Box 820	Montebello	CA	90640	(323) 728-9554
34 Consolidated Disposal Service, LLC	12949 Telegraph Road	Santa Fe Springs	CA	90670	(562) 347-4043
35 CONTRACTOR - Allied Demolition Inc.	12328 Gladstone Ave Unit #5	Sylmar	CA	91342	(818) 365-5100
36 CONTRACTOR - Capacity Construction	P.O. Box 420040	San Diego	CA	92142-0040	(858) 569-0351
37 CONTRACTOR - E & L Trucking	24324 Eucalyptus Ave	Moreno Valley	CA	92553	(213) 725-4490
38 CONTRACTOR - Golden West Demolition, Inc	1024 E 28th St	Los Angeles	CA	90011	(323) 233-0722
39 CONTRACTOR - Interior Demolition Inc.	2621 Honolulu Ave.	Montrose	CA	91020	(818) 249-4932
40 CONTRACTOR - Specialized Environmental Inc	7431 Walnut Ave	Buena Park	CA	90620	
41 CONTRACTOR - Viking Demolition Contractors	249 N. Brand Blvd. #532	Glendale	CA	91203	(818) 500-9447
42 Cordova Construction Services, Inc.	12506 Montague Street	Pacoima	CA	91331	(818) 896-0509
43 CR & R Inc	P.O. Box 125	Stanton	CA	90680	(562) 944-4716
44 Crooks Truck and Equipment Rental Inc.	P.O. Box 831	Cypress	CA	90630	(714) 826-3756
45 Crown Disposal Co. Inc	9189 De Garmo Ave	Sun Valley	CA	91352	(818) 767-0675
46 D and J Hauling	6554 Aleea Ave	Lake Balboa	CA	91406	(818) 212-9388

Company Name	Mailing Address	City	State	Zip	Telephone
47 D and S Shavings Roll Off Service	21534 Devonshire St.	Chatsworth	CA	91311	(818) 367-2450
48 D Angelus Disposal	P.O. Box 1727	Montebello	CA	90640	(626) 350-0938
49 Direct Disposal	5901 Warner Ave #229	Huntington Beach	CA	92649	(323) 262-1604
50 Diversion Solutions	P.O. Box 3034	Whittier	CA	90605	(626) 444-6282
51 Easy Roll Off Services	2145 West 16th St.	Long Beach	CA	90813	(562) 432-6211
52 Eco Trash Bin Rental	5737 Kanan Rd. #548	Agoura	CA	91301	(818) 584-5001
53 EDCO Waste Services LLC	6670 Federal Blvd.	Lemon Grove	CA	91945	(562) 423-8161
54 Franks Disposal Co	P.O. Box 4271	Sunland	CA	91040	(818) 352-5001
55 Fred Hauling inc.	1129 1/2 S. Hobart Bl.	Los Angeles	CA	90006	(323) 734-4595
56 Full Circle Recycling Company	13222 Estrella Ave.	Gardena	CA	90248	(310) 630-0000
57 G & B Rubbish and Roll-off Service	P.O. Box 1026	Montebello	CA	90640	(323) 721-1068
58 G.R. Bobcat Service	142 E. 93rd St.	Los Angeles	CA	90003	(323) 823-9721
59 GI Rubbish / Waste Management	195 W Los Angeles Ave.	Simi Valley	CA	93065	(805) 522-9400
60 Goodwill Disposal Co	4743 E Olympic Blvd.	Los Angeles	CA	90022	(323) 263-8471
61 Haul-Away-Rubbish Service, Inc.	1205 Date Street	Montebello	CA	90640	(323) 721-0371
62 Hauling Solution Inc.	8309 Laurel Cyn Bl. Ste 135	Sun Valley	CA	91352	(818) 414-0376
63 Heritage Disposal, Inc.	P.O. Box 1432	South Pasadena	CA	91030	(626) 576-7325
64 Hobbs & Son, Inc.	P.O. Box 186	Newbury Park	CA	91319-0186	(805) 373-9918
65 Interior Removal Specialist, Inc	9309 Rayo Avenue	South Gate	CA	90280	(323) 357-6900
66 J & C Roll-Off Containers, Inc.	21341 Chase St.	Canoga Park	CA	91304	(818) 717-8831
67 J & L Hauling and Disposal, Inc.	P.O. Box 3035	Chatsworth	CA	91313	(888) 565-4634
68 J & M Containers, Inc/JM Container Services, Inc.	P.O. Box 249	Sun Valley	CA	91353	(818) 764-2616
69 J. Padilla Inc.	12618 Foothill Blvd.	Sylmar	CA	91342	(818) 899-6364
70 J.R.O.F	7154 Mooney Dr.	Rosemead	CA	91770	(323) 997-8146

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71 JC Roll Off LLC	18645 Sherman Way #111	Reseda	CA	91335	(818) 753-7842
72 Jimmy's Hauling	8048 Aura Ave	Reseda	CA	91355	(818) 882-2339
73 JJK Roll-offs, Inc.	1617 W. Sepulveda Blvd. #3	Torrance	CA	90501	(310) 539-2382
74 JLG Roll Off Bin Services	P.O. Box 1218	Santa Clarita	CA	91386	(661) 251-4129
75 JMT Enterprises Inc.	15260 Roxford St.	Sylmar	CA	91342	(818) 367-7271
76 Key Disposal	P.O. Box 459	Montebello	CA	90640	(323) 721-5441
77 L & S Disposal	1002 Vreeland Ave	Wilmington	CA	90744	(310) 283-3673
78 L McNamee Roll-off	7921 West Blvd	Inglewood	CA	90305-	(323) 778-3700
79 Landmark Waste Removal	15445 Ventura Blvd. Unit #1004	Sherman Oaks	CA	91403	(818) 753-1550
80 Larry The Rubbish Man	8331 Wheatland Ave	Sun Valley	CA	91352	(818) 768-5734
81 Leiva's Rolloff Disposal Co	4636 Grape St	Pico Rivera	CA	90660	(562) 271-2761
82 Let's Roll Rolloff Service, Inc	P.O. Box 2306	Whittier	CA	90610	(562) 824-9292
83 Local Rubbish, Co. Inc.	P.O. Box 66247	Los Angeles	CA	90066	(310) 478-3879
84 Metropolis Disposal	7740 Burnet Ave.	Van Nuys	CA	91405	(818) 901-2020
85 MGA Roll Off Service	2004 West Lincoln Avenue	Montebello	CA	90640	(323) 974-1328
86 Millennium Waste	P.O. Box 86214	Los Angeles	CA	90086-0214	(323) 276-9999
87 Mini-Haulers, Inc	P.O. Box 1061	Woodland Hills	CA	91365	(818) 710-8121
88 Minuteman Environmental Services	234 E 17th St, Suite 206	Costa Mesa	CA	92627	(213) 503-3705
89 Mr. Sunshine Services	13501 Kagel Cyn St.	Arleta	CA	91331	(818) 632-8771
90 Murk Disposal, Inc	P.O. Box 9651	Brea	CA	92822-0000	(562) 692-9791
91 MV Waste Hauling, Inc.	12654 Miranda St.	Valley Village	CA	91607	(818) 509-1352
92 NASA Services, Inc.	P.O. Box 1755	Montebello	CA	90640	(323) 888-0388
93 National Rolloff Services	18245 Cantara St	Reseda	CA	91335	(818) 772-9323
94 North Hills Recycling Inc.	11700 Blucher Ave	Granada Hills	CA	91345	(818) 831-7980
95 Nu-Way Rolloff Service	145 W. Duarte Rd	Monrovia	CA	91016	(626) 358-8007

Company Name	Mailing Address	City	State	Zip	Telephone
96 One Stop Leasing, Inc.	4517 Monte Verde St.	Montclair	CA	91763	(909) 548-4551
97 On-Location Disposal	P.O. Box 3441	El Monte	CA	91732	(626) 890-2652
98 Orestes Pena Trucking, Inc.	11253 Vinedale St.	Sun Valley	CA	91352	(818) 768-5202
99 Ornelas Recycling	24136 The Old Rd.	Newhall	CA	91321	(818) 445-5511
100 Oscar & Oscar Corp (dba RDS)	15601 S. Atlantic Ave.	East Compton	CA	90221	(310) 323-3110
101 Paper Cuts Inc/VIP shredding	503 Jessie St Unit #D	San Fernando	CA	91340	(818) 838-0704
102 Patriot Services Inc.	P.O. Box 145	Montebello	CA	90640	(323) 838-9375
103 Perez Disposal	12000 Blucher Ave	Granada Hills	CA	91344	(818) 366-3500
104 Pinnacle Disposal & Environmental Services Inc	P.O. Box 2281	Irwindale	CA	91706	(626) 480-1305
105 Plaza Disposal	5830 Lankershim Blvd	North Hollywood	CA	91601	(818) 761-4533
106 Progressive Land Clearing/Thomas Construction Demolition	1612 W. 134th St.	Gardena	CA	90249	(310) 532-0097
107 Quality Waste Services Inc.	3534 Whittier Blvd.	Los Angeles	CA	90023	(323) 264-2236
108 R Big Continental Disposal Services	P.O. Box 4822	Chatsworth	CA	91313-4822	(818) 998-3132
109 Randfam, Inc	P.O. Box 4463	Chatsworth	CA	91313	(818) 709-5599
110 Red Horse Waste Management Inc.	369 S. Doheny Drive, Ste. 504	Beverly Hills	CA	90211	(818) 768-9111
111 Reel Waste & Recycling	29007 Flowerpark Dr	Canyon Country	CA	91387	(877) 588-7335
112 Rick's Hauling Inc.	8475 Jumilla Ave.	Winnetka	CA	91306	(818) 709-1927
113 River Roll Off Service	8632 Calabash Ave.	Fontana	CA	92335	(909) 350-2477
114 Rolling Dumpsters	10310 McClellmont Ave.	Tujunga	CA	91042-0000	(818) 416-8825
115 Rolo's Disposal Services	445 E. 48th St.	Los Angeles	CA	90011	(323) 233-9464
116 Roscoe Roll Off, Inc.	522 E. Lomita Ave.	Glendale	CA	91205	(818) 244-0906
117 S & H Disposal Co. and Recycling Services	1008 N. Wemar Way	Montebello	CA	90640	(310) 679-2905
118 Salazar Disposal	10039 Amboy Avenue	Pacoima	CA	91331	(818) 897-7574
119 SDM Hauling	11810 Braddock Drive	Culver City	CA	90230	(310) 397-9762

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120 Sea/Sue Inc.	P.O. Box 941032	Simi Valley	CA	93094-1032	(805) 526-1919
121 Segovia Roll Off, Inc.	P.O. Box 330027	Pacoima	CA	91333	(818) 896-4367
122 Serv-West Disposal Company	116 W. Maynard Road	Montebello	CA	90640	(323) 685-8584
123 Southern California Disposal Co., Inc.	P.O. Box 25666	Los Angeles	CA	90025	(310) 828-6444
124 Southern California Environmental, Inc.	25422 Trabuco Rd #105-409	Lake Forest	CA	92630	(949) 770-1768
125 Southland Disposal Company	P.O. Box 86786	Los Angeles	CA	90086	(323) 780-7150
126 Southwest Hauling Disposal and Demolition Inc.	P.O. Box 1783	Manhattan Beach	CA	90266	(310) 546-4855
127 Specialty Bin Rental, Inc	2460 E 24th St	Los Angeles	CA	90058-0000	(323) 584-7520
128 SRS, Inc	10301 McKinley Ave	Los Angeles	CA	90002	(323) 569-7224
129 Sun Valley Paper Stock, Inc.	11166 Pendleton St.	Sun Valley	CA	91352	(818) 767-8984
130 Super Box Roll Off Services	22155 Kittridge St.	Woodland Hills	CA	91303	(818) 571-5256
131 Supreme Roll-Off Expert	P.O. Box 1235	Pico Rivera	CA	90660	(562) 500-6970
132 Switzer Contractors Inc dba All Contractors	P.O. Box 120	Moorpark	CA	93020-0120	(805) 523-9071
133 Theo Dimos Hauling	23023 Dolorosa St	Woodland Hills	CA	91367	(818) 887-3500
134 Torres Disposal Service	P.O. Box 2576	Huntington Park	CA	90255	(323) 350-9256
135 Triangle Services	PO BOX 3153	S. El Monte	CA	91733	(626) 443-4378
136 United Pacific Waste	P.O. Box 908	Pico Rivera	CA	90660-0000	(562) 699-7600
137 Universal Waste Systems, Inc	P.O. Box 3038	Whittier	CA	90605	(562) 941-4900
138 USA Waste of California (SV)	9081 Tujunga Avenue	Sun Valley	CA	91352	(818) 767-5867
139 Valley Vista Services	P.O. Box 3107	Industry	CA	91744	(800) 442-6454
140 Van Disposal Service, Inc.	P.O. Box 1767	Montebello	CA	90640	(323) 722-0247
141 Ware Disposal, Inc.	P.O. Box 8089	Newport Beach	CA	92658	(714) 664-0677
142 Waste Resources Inc.	P.O. Box 2410	Gardena	CA	90249	(310) 366-7600