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June 11, 2021

BPW-2021-0406

The Honorable City Council
Room No. 395
City Hall

**CONTRACT EXTENSION - MONTHLY RENEWAL OPTION - PERSONAL SERVICES
CONTRACT - ALL AMERICAN ASPHALT - PRODUCTION AND DELIVERY OF
RECYCLED ASPHALT CONCRETE**

As recommended in the accompanying report of the Director of the Street Services, which this Board has adopted, the Board of Public Works recommends that the City Council:

1. APPROVE a month-to-month extension of existing contract with All American Asphalt for the production and delivery of recycled asphalt from reclaimed asphalt pavement.

(C-127608, W.O. M0010011)

Fiscal Impact:

Sufficient funds are available for contract C-127608 within the Bureau of Street Services General Fund 100, Department 86, Account 003030 - Construction Expense Account. The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City appropriates funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, substitution to the terms and conditions of the contract.

Sincerely,

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

FC:lc



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

JUN 11 2021

AND REFERRED TO THE CITY COUNCIL
Carol
Executive Officer
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

REPORT NO. 1

Date: June 11, 2021

COUNCIL DISTRICT: ALL

Honorable Board of Public Works
of the City of Los Angeles

Commissioners:

**REQUEST FROM THE BUREAU OF STREET SERVICES TO EXTEND CONTRACT
NUMBER C-127608 FOR THE PRODUCTION AND DELIVERY OF RECYCLED
ASPHALT CONCRETE ON A MONTH-TO-MONTH BASIS WO#M0010011**

RECOMMENDATIONS

That the Board of Public Works (Board):

1. **RECOMMEND** and forward to City Council a month-to-month extension of existing Contract No. C-127608 with All American Asphalt (AAA) for the production and delivery of recycled asphalt from reclaimed asphalt pavement.

TRANSMITTALS

1. Bureau of Street Services contract with All American Asphalt C-127608 and

DISCUSSION

Background

The Bureau of Street Services (StreetsLA) has been recycling asphalt removed from City streets during the milling phase of resurfacing to produce reclaimed asphalt pavement (RAP) with 50% recycled asphalt concrete (RAC) for use in paving. As a result, the City has diverted over a million tons of pavement away from landfills and has significantly reduced the cost of improving the City's infrastructure. On June 13, 2016, the Board of Public Works awarded two contracts for the production of RAC from RAP for the

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

Page 2 of 3

COUNCIL DISTRICT: ALL

StreetsLA Zone 1 Maintenance District (Metro Region) to ensure that an adequate and reliable supply of RAC for the City's Pavement Preservation Program was available on any given day.

The contracts are as-needed and the awards do not guarantee any vendor a particular volume of business. Vulcan Materials Company was one of the two firms awarded this contract for Zone 1. The second firm that was awarded the contract was All American Asphalt (AAA) (see [Transmittal No. 1](#)) for Zone 1. Prior to Asphalt Plant No.1 reopening, these contracts were used more frequently but post AP-1 opening, these contracts are less utilized but are still needed when AP-1 cannot fulfill the necessary RAP demand on any given day or if AP-1 were to ever have to shut down.

StreetsLA is seeking to obtain new asphalt contracts and is in the process of creating a Request for Proposal (RFP). However, the RFP process will not be completed with sufficient time to award new contracts before these current contracts expire on June 10, 2021. These contracts have provisions that allow for month-to-month continuation upon contract expiration. AAA has agreed to extend the contractual relationship on a month-to-month basis until the RFP is released and a resultant contract is executed.

In that these contracts will expire on June 10, 2021, StreetsLA is seeking authorization to extend Contract No. 127608 with AAA on a month-to-month basis to allow StreetsLA the time needed to conduct the rebidding process and to avoid a lapse in the use of recycled asphalt materials. This action would extend the contract beyond five years which requires Council approval.

SOURCE OF FUNDS

Sufficient funds are available for contract C-127608 within the Bureau of Street Services General Fund 100, Department 86, Account 003030 - Construction Expense Account.

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

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DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES

Date: June 11, 2021

Page 3 of 3

COUNCIL DISTRICT: ALL

SIGNATURE PAGE

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'A. Hagekhalil', written over a horizontal line. To the right of the signature, the word 'for' is printed.

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

AHH/SHC/MC/SZ

Questions regarding this Report may be referred to:
Melinda Chou, Senior Management Analyst II
StreetsLA, Contract Services | bss.contract@lacity.org

21-0590

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 06/10/2016

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): BOARD OF PUBLIC WORKS

CONTACT PERSON: PAMELA OSTRANDER PHONE: 213-847-2811

CONTRACT NO.: C-127608 COUNCIL FILE NO.:

ADOPTED BY COUNCIL: N/A

DATE

APPROVED BY BPW: 06/03/2016

DATE

NEW CONTRACT ☒ X
AMENDED AND RESTATED ____
ADDENDUM NO. ____
SUPPLEMENTAL NO. ____
CHANGE ORDER NO. ____
AMENDMENT ____

CONTRACTOR NAME: ALL AMERICAN ASPHALT

TERM OF CONTRACT: 5 years THROUGH:

TOTAL AMOUNT:

PURPOSE OF CONTRACT:

Production of Recycled Asphalt Concrete (RAC) from Reclaimed Asphalt Pavement (RAP) for
Bureau of Street Services (BSS) Zone 1 Maintenance Districts

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

CONTRACT NO. C-127608

CONTRACT BETWEEN

the

CITY OF LOS ANGELES

and

ALL AMERICAN ASPHALT

for

RECYCLED ASPHALT CONCRETE (RAC)

FROM RECLAIMED ASPHALT PAVEMENT (RAP)

FOR BUREAU OF STREET SERVICES ZONE 1 MAINTENANCE
DISTRICTS

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ARTICLE 1

SECTION HEADINGS

All titles, subtitles, and/or headings in this Contract 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 CONTRACTOR. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

ARTICLE 2

SPECIFICATIONS

2.01 DEFINITIONS

RECLAIMED ASPHALT PAVEMENT (RAP): Asphalt pavement removed from roadway surfaces either by milling machine or by excavation that has the potential to be recycled.

RECYCLED ASPHALT CONCRETE (RAC): Hot mix asphalt pavement containing RAP that has been processed through heating with the addition of a binder and is usable for resurfacing roadways.

CRUSHING: The reduction in particular size of RAP to allow for its recycling.

REJUVENATOR (or ADDITIVE): Any of the wide variety of petroleum or other based products that are added to RAP to enhance its recyclability and rejuvenate the petroleum based portions of the RAP.

BASE COURSE: Asphalt treated base course placed on a prepared sub-grade that is properly shaped and compacted.

FINAL (TOP) COURSE: The wearing surface typically placed over a base course or used as an overlaying course over old pavement that is properly shaped and compacted.

GENERAL REQUIREMENTS

All Recycled Asphalt Concrete (RAC) mixtures supplied to the CITY under this contract **must contain not less than 50% reclaimed asphalt contents** shall, except as otherwise provided for, comply with the standard specifications for Public Works Construction, 2009 Edition as amended by the "Brown Book", 6th Edition.

COMPOSITION AND GRADING

For any RAC mixture required by the Plans or itemized proposal, the CONTRACTOR shall formulate and submit a job mix formula to the Engineer for approval. The job mix formula submitted by the CONTRACTOR shall be within the "Master Grading Band" established in 2009 SSPWC, **Table 203-7.3.2(A)** and the Marshall properties in "Brown Book", 6th Edition, **Table 203-6.2 (A)**. In addition, the formula shall show the amount of Reclaimed Asphalt Pavement (RAP) in the total mix, RAC binder composition, the mineral aggregate sources, and mixing and compacting temperatures. The target viscosity for the blend of recovered asphalt, the new asphalt and/or recycling agent shall not be higher than 0.45 Pas when tested in accordance with AASHTO T-316-13. The CONTRACTOR shall determine the optimum RAC binder content for the proposed gradation. The CONTRACTOR shall use the procedures contained in Appendix E of the Asphalt Institute Research Report No. 84-2 (RR-82-2) "Mix Design Method for Reclaimed Asphalt Concrete using Marshall," and in accordance with ASTM D 6926-10 & D 6927-15. The CONTRACTOR shall include the same minimum data requirements and Marshall Mix Design Criteria as shown in "Brown Book", 6th Edition, p. 203-6.2. These tests shall be in addition to the tests for RAP stockpiles specified in 2009 SSPWC, p. 203-7.2.2.

The source of RAP shall be from City of Los Angeles streets if it is available. If RAP from Los Angeles City streets is not available, then RAP from other sources may be used.

TABLE 203-7.3.2 (A)
“Master Grading Band”

CLASS Sieve Size	Percentage Passing Sieves				
	A-RAC Min - Max	B-RAC Min - Max	C1-RAC Min - Max	C2-RAC Min - Max	D2-RAC Min - Max
1-1/2 in. (37.5mm)	100				
1 in. (25.0mm)	90 - 100	100			
3/4 in. (19.0mm)	78 - 90	87 - 100	100	100	
1/2 in. (12.5mm)	64 - 78	70 - 87	90 - 100	95 - 100	100
3/8 in. (9.5mm)	54 - 68	55 - 76	72 - 88	72 - 88	95 - 100
No.4 (4.75mm)	34 - 48	35 - 52	40 - 54	46 - 60	58 - 72
No.8 (2.36mm)	25 - 35	22 - 40	18 - 34	28 - 42	34 - 48
No.30 (600µm)	12 - 25	8 - 24	8 - 20	15 - 27	18 - 32
No. 50 (300µm)	8 - 16	5 - 18	4 - 14	10 - 20	13 - 23
No. 200 (75µm)	3.0 - 6.0	0.0 - 7.0	1.0 - 6.0	2.0 - 7.0	2.0 - 9.0
RAC Binder %	4.5 - 5.7	4.5 - 6.5	4.6 - 6.6	4.6 - 6.6	4.8 - 7.2

TABLE 203- 6.2 (A)
Marshall Mix Method - ASTM D 6926-10 & ASTM-6927-15 /AASHTO T245-15
Applicable to all Classes of AC or RAC

Test Item	Local Streets and Service Roads, Alleys Min - Max	Major, Secondary Highways and Collector Streets Min - Max
Marshall Method Stability Value, N (Lbs.)	8,006 - 22,240 (1,800 - 5,000)	9,786 - 22,240 (2,200 - 5,000)
Flow, 0.25 mm (0.01")	8 - 16	8 - 14
Number of blows each Side of specimen	50	75
Percent Air Voids, per ASTM D 3203-11 or AASHTO T269-14	3-5	2-4
Dust to Asphalt Ratio	0.6 - 1.2	0.6 - 1.2

NOTE

1. After mix design approval, the CONTRACTOR/supplier shall submit a representative sample to be verified by LADGS Standards Division (213) 485-2242.

RECYCLING AGENT

The Recycling Agent (RA) shall comply with in "Brown Book", 5th Edition Table 203-7.2.5 (A):

TABLE 203-7.2.5 (A)

TEST	ASTM Test Methods	Requirements RA5	
		Min.	Max.
Kinematic Viscosity @ 60°C (cSt) mm ² /s	D2170-10	400	800
Flash Point, COC, °C	D92-12b	205	
Flash Point, PMCT, °C	D93-15a	Report	
RTFO Kinematic Viscosity @ 60°C (cSt) mm ² /s	D2872-12e1	Report	
RTFO Weight Change, ±%	D2872-12e1		2
Viscosity Ratio @ 60°C (RTFO/Original)	2009 SSPWC, Table 203-7.2.5(A)		2
Specific Gravity	D70-09e1	Report	
Saturates Wt. %	D2007		30

SAMPLING & TESTING

CITY shall have the right to test any and all RAC processed by CONTRACTOR for the CITY. Sampling and testing will be done by the CITY's Standards Division of the Department of General Services, using established CITY testing methods, to ensure compliance with specifications accepted by the CITY. If any sample fails to meet specification limits, CITY shall notify CONTRACTOR thereof in writing as soon as practical.

Before and during construction, the CITY will request samples of each RAC mixture, proposed to be used by the CONTRACTOR, for testing to assure compliance with the applicable specifications. The number of RAC mixture samples taking at the field site for testing shall be based on the lot size and performed as follows:

A lot size shall be a continuous run of 1,200 tons (1,089tonnes). For projects that require less than a continuous run of 1,200 tons (1,089tonnes) of asphalt concrete pavement, the CITY will require four samples be taken per class, per source, per day. For projects that require more than a continuous run of 1,200 tons (1,089tonnes), the superintendent or his representative shall designate sub-lots, as required. For each sub-lot, the City will require that four samples be taken per class, per source, per day. The samples of AC or RAC mix shall be taken in the field during construction. The samples taken at the job site shall be sampled from the un-compacted mat behind the paver or from the hopper of the paver. In the case of mix rejection in the field, representative samples will be taken as above mentioned or from the truck as necessary.

AC Mix Design and daily samples shall be verified by Marshall Test method and tested for acceptance using Superpave Gyratory Compactor Test Method and shall meet the City of Los Angeles requirements below:

Tests for Standards Division In-House Procedures	Compaction Test Method	Requirements (All Streets)	
		Min	Max
SUPERPAVE	AASHTO T312 PARAMETERS		
Modified Marshall Stability (Lbs.) D=150mm @ 60°C Preconditioning in Water 4hrs @ 60°C	N _{design} = 65 Gyration N _{initial} = 7 Gyration Ram Pressure = 600 ± 18 Angle of Gyration = 1.25 ± 0.02 deg % Gmm @ N _{initial} ≤ 91.5	12,000	18,000
Indirect Tensile Strength (psi) D=150mm @ 60°C Preconditioning in Water 4hrs @ 60°C		30	60
Pine Rutmeter Depth (mm) At 6900 Cycles, Preconditioning in Water 2hrs @ 60°C		-	3.0

If CONTRACTOR disagrees with laboratory test results administered by the Standards Division then CONTRACTOR may, at his/her own expense, submit an untested portion of the failed sample to a private laboratory with the results also submitted to the Standards Division. The Standards Division must approve, in advance, of the private laboratory to which the sample will be sent for testing. The City's laboratory will provide a recommendation to the Bureau of Street Services regarding any contested test results. The Bureau of Street Services Management will make the final determination as to whether or not payment is made for the tonnage represented by the sample.

The following Test Methods will be used:

TEST METHODS	AASHTO	ASTM
Mechanical Analysis of Extracted Aggregate	T30-15	D5444-15
Bulk Specific Gravity of Compacted Hot-Mix Asphalt Using Saturated Surface-Dry Specimens	T166-13	D2726-14
Theoretical Maximum Specific Gravity and Density of Hot-Mix Asphalt paving Mixtures	T209-12	D2041-11
Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus, (Marshall Compaction)	T245-15	D6926-10
Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus, (Stability and Flow)	T245-15	D6927-15
Percent Air Voids in Compacted Dense and Open Asphalt Mixtures	T269-14	D3203-11
Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method	T308-10 (2015)	D6307-10
Preparing and Determining the Density of Hot-Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor	T312-15	D6925-15
Reducing Samples of Hot-Mix Asphalt to Testing Size	R47-14	-----
Modified Marshall Stability	Per City of LA Protocol	
Indirect Tensile Strength	Per City of LA Protocol	
City of Los Angeles Accelerated Rutting by means of Pine-Rutmeter	Per City of LA Protocol	

2.06 QUANTITIES

The quantities stated herein are estimates only of the CITY's requirements. CONTRACTOR agrees to furnish more or less than the estimates in accordance with actual needs as they occur throughout the contract period at the Unit Price(s) quoted. **Rainy days may require less tons per day than the average.**

2.07 CRUSHING AND SCREENING

CONTRACTOR will supply the CITY with the CITY's requirements for RAP to be used at the CITY's asphalt plants. Actual production requirements depend upon the resurfacing program authorized by the Mayor and the City Council in any given year.

The CONTRACTOR'S plant must be capable of crushing and screening CITY'S RAP. The CITY will order such RAP as required by the CITY for use at its asphalt plants. First the CONTRACTOR shall provide a representative RAP sample to Standards Divisions, Materials Testing Laboratory. Initial analysis of the RAP sample shall begin by conducting an Ignition Method (ASTM D6307 or CT382) to determine the asphalt content. Also, a sieve analysis (ASTM-C117, & ASTM C-136) shall follow in determination of gradation. The gradation and asphalt binder shall be considerably comparable to that of a Class C2 or D2 range as indicated by SSPWC 203-6.3.2. In addition, the RAP sample shall have a gradation that can be combined with virgin aggregates to produce a final RAC + 15% RAP (Recycle Asphalt Concrete with 15% RAP) that meets SSPWC and Standard Plan S610 latest edition. If the RAP sample does not meet these requirements, then the RAP sample shall be rejected and the CONTRACTOR shall provide a new sample that satisfies the criteria. Thus, the Standards Asphalt Laboratory will determine whether the new provided sample can be used within the CITY's plants.

Once the RAP sample has been approved, a tolerance for the gradation results from the sieve analysis shall be applied to create limits of acceptance for future deliveries. These tolerances are indicated as follows:

Size, mm (in.)	Specification Limits For Acceptable Tolerances (T.V.* Percentage Passing)
37.5 (1 1/2 in.)	100%
25 (1 in.)	T.V.+ or - 2%
19 (3/4 in.)	T.V.+ or - 4%
12.5 (1/2 in.)	T.V.+ or - 5%
9.5 (3/8 in.)	T.V.+ or - 6%
4.75 (No 4)	T.V.+ or - 6%
2.36 (No. 8)	T.V.+ or - 5%
.60 (No. 30)	T.V.+ or - 4%
.30 (No. 50)	T.V.+ or - 3%
.075 (No. 200)	T.V.+ or - 2%
Asphalt Content	T.V.+ or - 0.45%

T.V. = Target Value

The above tolerance shall be implemented to the approved RAP gradation submitted by CONTRACTOR to establish an acceptable RAP.

2.08 RAP UTILIZATION

CONTRACTOR shall not utilize RAP belonging to the CITY by for any purpose other than producing RAC for or delivering RAP to the CITY except as specified in this contract.

2.09 MATERIALS

CITY will provide all recycled materials to be used in the process of RAC. CITY will retain ownership of these materials at all times except in instances where the City sells the RAP to the Vendor.

2.10 CONTRACTOR SUPPLIED RAP FOR CITY

CONTRACTOR will supply the CITY with RAP to be used at the CITY's asphalt plants. CITY shall pay Contractor per ton for the crushing and screening of CITY's RAP at the CONTRACTOR'S facility(ies) when orders for such RAP are placed by the CITY's asphalt plants.

2.11 DELIVERY REQUIREMENTS

The CITY requires availability of RAC at the start of the next work day (normally 5:00 a.m. in the summer beginning June 21 and 6:00 a.m. in the winter beginning December 21) following placement of the order. The CITY will place orders for deliveries as needed throughout the contract period. Every effort will be made to give the CONTRACTOR as much advance notice as possible and it is understood that orders will be placed no later than **3:00 P.M. for next day production in varying amounts per day**. City may require production ranges from a minimum of 630 tons to 3000 or more tons per day. In addition, CONTRACTOR must be able to supply material on nights (11:00 pm – 6:00 am), weekends and holidays when requested. To meet the ton per day requirement and based on a 7 hour production window, the CONTRACTOR must supply the material at a consistent rate (ie. 630 tons, 90 tons per hour; 1000 tons, 150 tons per hour; 2000 tons, 280 per hour; 3000 tons, 430 per hour) throughout the project site location(s). The daily per site location tonnage requirement scheduling will be determined by CITY staff.

If the CONTRACTOR is unable to provide the CITY with the RAC required, CITY shall have the option of taking its RAP for recycling into RAC to another CONTRACTOR or purchasing virgin material from CONTRACTOR or another CONTRACTOR. If the reason for non-supply is NOT due to circumstances beyond the control of the CONTRACTOR, CONTRACTOR shall reimburse CITY for any additional costs incurred by CITY in obtaining recycling services or virgin material elsewhere, including any additional transportation costs. The reimbursement shall be in the form of a credit and reflect on CONTRACTOR's next billing statement or cash at the option of the CITY.

Unused RAC materials shall be hauled back to the CONTRACTOR's plant point of origin. It shall not be diverted to other non-CITY job sites. CITY will pay based on existing haul rates.

2.12 TRANSPORTATION HAUL RATE

CONTRACTOR must have pick-up and delivery capability in all zones of the CITY. CITY may request CONTRACTOR to pick-up RAP from city facilities and periodically from job sites and deliver it to CONTRACTOR's plant for recycling. CITY may also periodically request CONTRACTOR to transport RAC from CONTRACTOR's plant to CITY job sites. If CITY requests CONTRACTOR to transport RAP or RAC, CONTRACTOR shall maximize the use of City of Los Angeles or Cal-trans certified minority, women or other owned business enterprise trucking services whenever available. CITY shall provide listings of qualified truckers for CONTRACTOR's use.

CONTRACTOR shall document the costs for trucking services on invoices submitted to CITY.

The CONTRACTOR delivered price shall include up to 30 minutes truck waiting time. If the delay is 36 minutes or longer, the CONTRACTOR may bill the CITY \$4.30 per each 6-minute increment of waiting time.

The CONTRACTOR delivered price shall include Prevailing Wage for Off-site Hauling.

The CITY will designate for each shipment whether the CITY will use its own trucks or its own City contract truckers, or if the CONTRACTOR is to deliver. When the CITY orders delivery FOB (freight on board) worksite by Contractor, it is the CONTRACTOR's choice whether to use its own trucks or subcontracted trucks. If the CONTRACTOR elects to use Contractor's contract truckers, it is required to use MBE or WBE certified enterprises to maximum extent feasible.

2.13 CITY VEHICLES AT CONTRACTOR'S PLANTS

CONTRACTOR shall agree by acceptance of this bid that city trucks shall have a maximum wait and loading time at CONTRACTOR's plant(s) of no more than 18 minutes during regular working hours, except for circumstances beyond the control of the CONTRACTOR.

All standing time in excess of the 18 minutes shall be paid by CONTRACTOR at the rate of \$4.30 per 6 minute increment and shall be shown as a credit to be applied to the amount owed CONTRACTOR by CITY on invoices submitted by CONTRACTOR.

The CITY is responsible for dispatching its own trucks and City contracted trucks. The CONTRACTOR will provide the Central Vehicle Dispatching Section updates in order to enable them to adjust the schedule of arriving City or City contracted Trucks. The CONTRACTOR will credit the City for standing time caused by delays resulting from production related problems including, but not limited to, discharging asphalt at temperatures out of specification. Ultimately, the CONTRACTOR is responsible for all of the costs of delivered RAC/RAP.

2.14 RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CONTRACTOR UNDER CONTRACT

All materials provided by CONTRACTOR shall be manufactured by their own organization. CONTRACTOR shall maintain plant. All operational and plant management will be the responsibility of the CONTRACTOR.

CONTRACTOR shall be responsible for obtaining and paying the cost of all utilities necessary for the construction, maintenance and operation of the plant.

CONTRACTOR, at its sole cost, shall provide all labor, parts and supplies required to operate, maintain and repair the recycling system.

Truck scales or weigh batching scales shall be used to ensure accurate accounting of the output of RAC. CONTRACTOR shall have the scales calibrated monthly by a California Certified Scale company or whenever the CITY of Los Angeles requests verification.

CONTRACTOR, shall handle, transport, and dispose of, at its sole expense, any and all hazardous waste necessary to or generated by RAC production according to the prevailing requirements of all regulatory agencies having jurisdiction over such materials.

CONTRACTOR shall be responsible for the management of the RAP stockpile, including stockpiling, moving of RAP, mixing of RAP piles and the loading of RAP onto conveyors. CITY's obligation hereunder shall be to deliver RAP to the location, at each recycling facility, so designated by CONTRACTOR for incoming RAP.

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

2.15 HAZARDOUS SUBSTANCES

This specification includes products which may contain hazardous substances shown on the list prepared by the Director of Industrial Relations of the State of California pursuant to California Labor Code Sections 6380-6386. Material Safety

Data Sheet(s) (MSDS) prepared in compliance with Title 8, California Code of Regulations, Section 5194, shall accompany this bid.

If any of the ingredients of the product bid is a carcinogen as shown on the most current list prepared by the International Agency for Research on Cancer (IARC), bidder shall separately identify such ingredients as a carcinogen. Bidder is advised that the products will not be accepted unless (1) the product may be used safely and (2) no acceptable non-carcinogenic substitute is available.

ARTICLE 3

CONTRACTOR PERFORMANCE EVALUATION

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

ARTICLE 4

COMPENSATION FOR SERVICES

4.01 COMPENSATION (As Stated on CONTRACTOR Bid Sheets)

4.02 INVOICING AND PAYMENTS

Not more than once each week the CONTRACTOR shall submit to the CITY an original plus one copy of an invoice in a format acceptable to the CITY. Invoices shall be prepared in such form and supported by such copies as invoices or of other documents of proof as the CITY may reasonably require. In addition to the paper billings already required, the CONTRACTOR will provide billing data in an electronic database format using commercially available software as specified by the CITY. All such invoices must reference CONTRACTOR's City taxpayer's identification number (TIN) and shall be subject to audit. Invoices shall be sent to the following address:

Bureau of Street Services
Attn: Financial Management Division
1149 South Broadway Suite 400
Los Angeles, CA 90015

CITY liability under this Contract shall be limited to the extent of the present appropriation to fund the Contract. 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 CITY has appropriated funds and otherwise in accordance with the terms of this Contract.

4.03 PARTIAL AND FINAL PAYMENT

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations. These payments shall not be construed as the transfer of ownership of any equipment or materials to the CITY.

4.04 MAINTENANCE OF RECORDS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than four (4) years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the four (4) years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract with thirty (30) business days of the request by the CITY. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

4.05 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 Section 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 5

LOWEST PRICE GUARANTEE

If during the term of any agreement awarded, the contractor sells the same goods or services under similar quantity and delivery conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

ARTICLE 6

MOST FAVORABLE PUBLIC ENTITY PRICING

The prices charged against agreement shall not exceed those charged any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

ARTICLE 7

NO ENDORSEMENT ADVERTISING

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. Any use of or reference to the contract by the contractor, contractor's employees or any approved subcontractor of the contractor is strictly prohibited. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

ARTICLE 8

ORDER FULFILLMENT, DELIVERY

The CONTRACTOR agrees to conform to the CITY's Order-Receiving-Payment process by implementing procedures for order fulfillment, delivery completion, and invoice completion. Minor discrepancies and exceptions for these procedures shall first be addressed to the CITY staff representatives involved in the transaction and then the CITY's Contract Administrator.

ARTICLE 9

ADDITIONAL GOODS AND SERVICES REQUIRED

Any goods or services requested by the CITY which are not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

ARTICLE 10

DISPOSAL OF RESIDUAL WASTE

CONTRACTOR is responsible for the disposal of non-recyclable RAP and non-recyclable fines if any are generated from the process. See CRUSHING AND SCREENING section above. Under this contract **non-usable** RAP may be disposed of in a landfill. All usable RAP must be utilized in the process of producing RAC. See CRUSHING AND SCREENING section above.

ARTICLE 11

LICENSES AND PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify within two (2) business days, the CITY of any suspension, termination, lapses, non- renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 12

TERM OF CONTRACT/TIME OF EFFECTIVENESS

The term of this Contract shall commence upon the date of award; however, the material pricing must be maintained for one year commencing from the first date of delivery, unless terminated as provided under Article 13 or modified by amendment to this contract.

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

- A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form;
- D. This Contract has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and
- E. This Contract has been attested by the City Clerk.

ARTICLE 13

TERMINATION OF CONTRACT

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds for producing recycled asphalt concrete. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this bid to the contrary notwithstanding, the CITY may terminate any contract resulting from this bid and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

1. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.
3. This Contract may be immediately terminated in writing by the CITY if (1) 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 or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies.
4. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

If termination for default is effected by the CONTRACTOR or if termination for convenience is effected by the CITY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract.

5. Upon receipt of a termination action under Sections 1, 2 or 3 above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY within thirty (30) business days of said termination all finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, which 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 within thirty (30) business days of said termination.

6. Upon termination under Sections 1, 2 or 3 above, the CITY may take over the work and may award another party a Contract to complete the work under this Contract.

7. If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the Contract price shall be made as provided in Section 4 of this article.

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

ARTICLE 14

PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the Contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately provide written notice, including all relevant information to the CITY.

ARTICLE 15

PERFORMANCE BOND

CONTRACTOR will provide two bonds: The Bid Bond, and the Performance Bond. Each is to be for the amounts specified. It is the intention of the Board of Public Works to issue a Notice to Proceed for this project as expeditiously as possible. Therefore, it is requested that acceptable bonds and insurance documents be submitted within (5) working days after notice of award to the Executive Officer of the Board of Public Works, 200 N. Spring Street, Room 355, Los Angeles, California, 90012.

15.1 BID BOND

A bid bond in the amount of **\$1,000,000** must be submitted with the Contractor's bid. If the successful bidder fails to enter into the awarded contract and to supply the necessary faithful performance bond within seven (7) days after the award, then the sum posted in cash or by certified or cashier's check or guaranteed by the bid bond is forfeited to the CITY. See the Bid Bond form on Page 1-19 of this document.

15.2 PERFORMANCE BOND

A faithful performance bond in the amount of Ten Million Dollars (**\$10,000,000**) shall be executed by Contractor and by a responsible corporate surety company prior to the execution of this agreement. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful performance bond shall be presented to the Bureau of Street Services and approved by the City Attorney prior to the execution of this agreement. A City performance bond form can be found on-line at <http://www.lacity.org/cao/risk/1-ContractorsPerformanceBond.pdf>.

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation.

Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount.

Said sum, less any amount that may be withheld therefrom by the CITY, shall be returned to Contractor 30 days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

ARTICLE 16

WARRANTY

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

ARTICLE 17

PERFORMANCE GUARANTEE

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

ARTICLE 18

REPRESENTATIVES FOR THE PARTIES

CONTRACTOR'S CONTACT PERSON:

Name: Mark Luer, President

Telephone: (951) 736-7600

Fax: (951) 739-4671

Email: publicworks@allamericanasphalt.com

Person to contact for Orders:

Name: Matt Kathriner

Telephone: (951) 736-7650

CITY'S CONTACT PERSON:

Name: Keith Mozee, Project Manager

Keith.Mozee@lacity.org

Telephone: (213) 847-3333

Contact information regarding orders placed by the CITY:

Plant I - Telephone: (213) 485-1860

Plant II - Telephone: (818) 756-8481

ARTICLE 19

CHANGES OR MODIFICATIONS

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

ARTICLE 20

PRICE ESCALATION/REDUCTION

20.0 PRICE INCREASES

Price increases will become effective only after approval by the CITY.

20.1 PRICE REDUCTION

If CONTRACTOR at any time during the course of the contract makes a general price decrease, the CONTRACTOR shall promptly notify the CITY in writing and extend such decrease to the CITY effective on the date of such general prices decrease.

20.2 DISCOUNT TERMS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein and apply such discount to payments made under this Contract that meet the discount terms.

ARTICLE 21

INDEPENDENT CONTRACTORS

The 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 the CONTRACTOR.

ARTICLE 22

OWNERSHIP OF DATA

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files.

The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

ARTICLE 23

NON-DISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION

Non-Discrimination: Unless otherwise exempt, this Contract is subject to the non-discrimination 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 non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, 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. 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.

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 within ten (10) business days of such request by the CITY. 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 have 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 canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. 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 10.40 of the City of Los Angeles Administrative Code, et seq. 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.

Affirmative Action Program: 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 within ten (10) days 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 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 24

SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the Contract shall be made without written consent of the parties to this Contract.

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

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

ARTICLE 25

FORCE MAJEURE

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes 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 26

SEVERABILITY

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

ARTICLE 27

DISPUTES/BREACH

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

Breach: Except for force majeure as described in the Article 25 (entitled "Force Majeure"). if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law.

Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 28

APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract and its performance shall be enforced and interpreted under the laws of the State of California. All causes of action arising directly or indirectly from the business relationship evidenced by this Contract must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract. If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

ARTICLE 29

LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended. Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the City Project Manager. The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC)

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). The Contractor shall maintain, or obtain as necessary, all such certificate to be revoked or suspended.

ARTICLE 30

INSURANCE REQUIREMENTS/INDEMNIFICATION

30.1 Insurance

During the term of this Contract and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this Contract, a program of insurance having the coverage and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), on page 5-3 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by Charter, ordinance, or policy and shall comply with the instructions set forth, on pages 5-1 to 5-2, and which can also be found at the Board of Public Work's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form Instructions and Information on Complying with CITY Insurance Requirements (Form Gen 133 rev 05/12), and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements on page 5-3 hereto. Pages 5-1 to 5-3 are hereby incorporated by reference and made a part of this Contract.

30.2 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this Contract.

ARTICLE 31

CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 32

CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (1) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

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 obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies 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 Section 7110(b) of the California Public Contract Code.

The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations; it is attached hereto and incorporated here by this reference.

ARTICLE 33

SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”

- A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S evidence of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this article and shall incorporate the provisions of the LWO and the SCWRO.
5. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. CONTRACTOR shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

ARTICLE 34

AMERICANS WITH DISABILITY ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.* and its implementing regulations. 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. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 35

EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.
- B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.
- C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall 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 its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625.”

ARTICLE 36

CONFLICT OF INTEREST

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

ARTICLE 37

CLEAN AIR/CLEAN WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)) section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE 38

ORDER OF PRECEDENCE

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- Addenda, change orders, supplemental instructions and approved contract revisions
- The Contract Specifications
- General Standard Specifications for Public Works Constructions
- CONTRACTOR'S bid
- Referenced Specification
- Federal and State Requirements

ARTICLE 39

CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty (30) calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty (30) calendar days after receiving notification that any government

agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty (30) 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 Contractor Responsibility Ordinance in performance of the subcontract.

ARTICLE 40

BUSINESS INCLUSION PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise (MBE/WBE/SBE/EBE/DVBE/OBE) firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Executive Directive 14 regarding the Outreach Program for Personal Services Contracts. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

CONTRACTOR agrees and obligates itself to submit a signed MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, provided herein, for each invoice and list current MBE/WBE/SBE/EBE/DVBE/OBE amounts invoiced as part of the invoicing procedures.

ARTICLE 41

FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 *et seq.* of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONTRACTOR estimate they will need to fill in order to perform the services under the Contract. The Department of Public Works Office of Contract Compliance is the DAA.

2. Contractor further pledges that it will, during the term of the Contract, shall a) At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under this article. Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject CONTRACTOR has violated provisions of the FSHO.

ARTICLE 42

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 amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

ARTICLE 43

MUNICIPAL LOBBYING ORDINANCE

Any CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 44

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

The CONTRACTOR, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at \$100,000 or more and requires approval of a CITY elected official. Additionally, CONTRACTOR is required to provide and update certain information to the CITY as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles Contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this contract and pursue any and all legal remedies that may be available.

ARTICLE 45

IRAN CONTRACTING ACT OF 2010

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

ARTICLE 46

ENTIRE CONTRACT

This Contract contains all of the Contracts, representations and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments or Contracts, whether oral or written, and may be modified or amended only as herein provided.

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

**CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS**

By: _____

Kevin James, President

Date: _____

6-9-16

ALL AMERICAN ASPHALT

By: _____

Mark Luer, President

Date: _____

6/2/16

ATTEST

Holly Wolcott, City Clerk

By: _____

Date: _____

6-10-16

Contract No. _____

C-127608



APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: _____

Date: _____

6/6/16

Contractor's Bond

Know all Men by these Presents:

Bond No. 7649530

Executed in Five (5) Counterparts

THAT WE ALL AMERICAN ASPHALT, a corporation

as PRINCIPAL,
and Fidelity and Deposit Company of Maryland, a corporation
organized under the laws of the State of Maryland and duly authorized to
transact business under the laws of the State of California, as surety, are held and firmly bound unto THE
CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, as obligee, in the just and full sum of
TEN MILLION AND 00/100-----

----- Dollars (\$10,000,000.00),
for the payment whereof well and truly to be made said principal and surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the foregoing obligation is such, that whereas, the above bounded principal is about to enter into
a contract, attached hereto, with said obligee to do and perform the following, to-wit:

FOR THE PRODUCTION OF RECYCLED ASPHALT CONCRETE (RAC) FROM RECLAIMED
ASPHALT PAVEMENT (RAP)

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all documents
incorporated therein by reference are expressly made a part hereof.

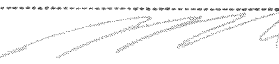
The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition
to arms of the contract, or to the work to be performed thereunder shall in anywise affect its obligations on this bond, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the
work.

NOW, THEREFORE, if the above bounded principal shall well and truly perform the work contracted to be done under
said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and conditions of said
contract upon its or his part to be performed, then this obligation to be null and void, otherwise to remain in full force
and effect.

No right of action shall accrue under this bond to or for the use of any person other than the obligee named herein.

Signed and sealed this 23rd day of May A.D. 2016
Corporate Seal

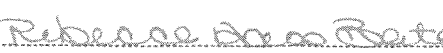
ALL AMERICAN ASPHALT, a corporation

By 
President

By 
Secretary

Principal.

Fidelity and Deposit Company of Maryland

By 
Rebecca Haas-Bates

Attorney-in-Fact.

Surety.

*Corporation or Individual principal must have signatures acknowledged
in the appropriate blank on the reverse hereof.*

Corporate Seal must be impressed hereon in case of corporation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

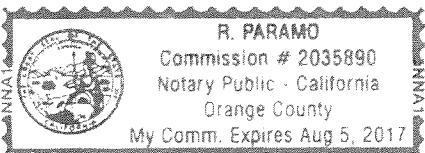
On 05/23/2016 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Contractor's Bond Bond No. 7649530 Document Date: 05/23/2016
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 23rd day of May, 2016.



Thomas O. McClellan, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of RiversideOn 06/02/2016 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officerpersonally appeared Mark Luer and Michael Farkas
Name(s) of Signer(s)

Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document Contractor's Bond No. 7649530Document Date: 05/23/2016 Number of Pages: One (1)Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland**Capacity(ies) Claimed by Signer(s)**Signer's Name: Mark Luer☐ Individual☒ Corporate Officer — Title(s): President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: Michael Farkas☐ Individual☒ Corporate Officer — Title(s): Secretary☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American Asphalt**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Contractor's Bond

Bond No. 7649530

Executed in Five (5) Counterparts

Know all Men by these Presents:

THAT WE ALL AMERICAN ASPHALT, a corporation

as PRINCIPAL,
and Fidelity and Deposit Company of Maryland, a corporation

organized under the laws of the State of Maryland and duly authorized to transact business under the laws of the State of California, as surety, are held and firmly bound unto THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, as obligee, in the just and full sum of TEN MILLION AND 00/100-----

----- Dollars (\$10,000,000.00),
for the payment whereof well and truly to be made said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the foregoing obligation is such, that whereas, the above bounded principal is about to enter into a contract, attached hereto, with said obligee to do and perform the following, to-wit:

FOR THE PRODUCTION OF RECYCLED ASPHALT CONCRETE (RAC) FROM RECLAIMED ASPHALT PAVEMENT (RAP)

as will more fully appear from said contract, reference to which is hereby made, and which said contract and all documents incorporated therein by reference are expressly made a part hereof.

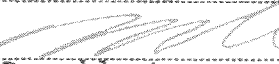
The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to arms of the contract, or to the work to be performed thereunder shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work.

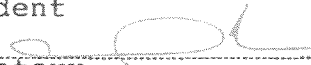
NOW, THEREFORE, if the above bounded principal shall well and truly perform the work contracted to be done under said contract, and shall fully and faithfully carry out and perform all of the terms, covenants and conditions of said contract upon its or his part to be performed, then this obligation to be null and void, otherwise to remain in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the obligee named herein.

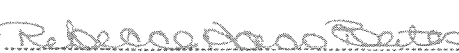
Signed and sealed this 23rd day of May A.D. 2016
Corporate Seal

ALL AMERICAN ASPHALT, a corporation

By 
President

By 
Secretary Principal.

Fidelity and Deposit Company of Maryland

By 
Rebecca Haas-Bates Attorney-in-Fact.
Surety.

Corporation or Individual principal must have signatures acknowledged
in the appropriate blank on the reverse hereof.
Corporate Seal must be impressed hereon in case of corporation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

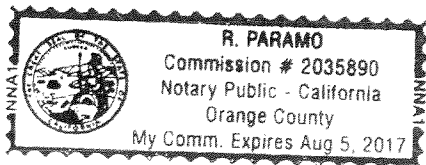
State of California)
County of Orange)

On 05/23/2016 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Contractor's Bond
Bond No. 7649530 Document Date: 05/23/2016
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 23rd day of May, 2018.



Thomas O. McClellan, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

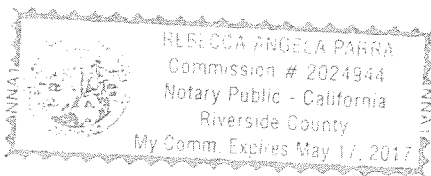
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 06/02/2016 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Mark Luer and Michael Farkas
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Contractor's Bond No. 7649530

Document Date: 05/23/2016 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Luer

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: Michael Farkas

☐ Individual

☒ Corporate Officer — Title(s): Secretary

☐ Partner ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

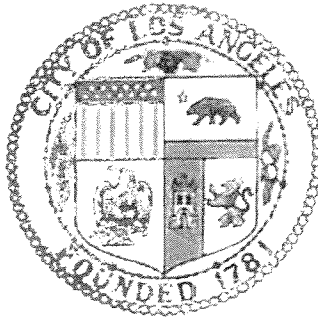
Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

REQUEST FOR BID



**City of Los Angeles
Department of Public Works
Bureau of Street Services**

1149 S. Broadway, 4th Floor
Los Angeles, CA 90015

*Production of Recycled Asphalt Concrete (RAC)
From Reclaimed Asphalt Pavement (RAP)
for Bureau of Street Services Zone 1 Maintenance
Districts*

Nazario Saucedo, Director

NOTICE TO BIDDERS: IMPORTANT INFORMATION
PRODUCTION OF RECYCLED ASPHALT CONCRETE (RAC)
FROM RECLAIMED ASPHALT PAVEMENT (RAP)
FOR BUREAU OF STREET SERVICES ZONE 1 MAINTENANCE DISTRICTS

A. BIDDER'S SUBMITTALS

Part I - Must be properly completed and submitted to the Bureau of Street Services no later than the time and date designated on Page 1-1 of the Proposal at **Los Angeles Public Works Building, Bureau of Street Services, 1149 S. Spring Street, 4th Floor, Los Angeles, California 90015, Attention: Administration Division/Contract Section.**

Part II - Bidders are required to complete and upload the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan Affidavit on the City's Business Assistance Virtual Network (LABAVN, www.labavn.org) at the time of registration on LABAVN, but no later than the bid date designated on Page 1-1 of the Proposal. However, Bidders with current Office of Compliance (OCC) approval for their Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan Affidavit do not need to re-submit unless the approval is 30 days or less from expiration. Additionally, Bidders are **required to complete and submit with their Bid/Proposal** the Anticipated Employment Utilization Report (Page 2-2). In lieu of the Los Angeles City Affirmative Action Plan, the bidder may submit its own Affirmative Action Plan by uploading it onto the LABAVN. A bidder's compliance with the aforementioned Non-Discrimination/Equal Employment Practices and Affirmative Action filing requirements will be a factor in determining the responsiveness of their bid/proposal.

The Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve months from the date it was approved by the OCC or when it was uploaded onto the LABAVN.

Note that significant changes have been made to the documentation and submittal procedures for the Non-Discrimination/Equal Employment Practices and Affirmative Action Plan. Refer to the appropriate Ordinances in the Table of Contents for the instructions and forms. For questions regarding the documents and/or submission procedures, call (213) 847-2625. For technical questions regarding the LABAVN, use the support link located at the bottom of the web page.

Part III Business Inclusion Program (BIP) Outreach has been waived for this contract. However, if any subcontracting is to be performed, the City of Los Angeles, Department of Public Works encourages the selected contractor to utilize Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE) and Other Business Enterprise (OBE) subcontractors.

B. MANDATORY PRE-BID MEETING

All bidders must attend the mandatory pre-bid meeting scheduled for **Friday, March 4, 2016 at 9:00 am 1149 S. Broadway, 4th floor, Los Angeles, CA 90015.** This meeting is to inform prospective bidders of the submittal requirements and provisions related to this bid.

Failure by the bidder to attend the mandatory pre-bid meeting may result in the Board of Public Works declaring the bid non-responsive.

C. BIDDER INFORMATION AND ASSISTANCE

Requests for clarification of conflicts and omissions from the contract documents shall be addressed in writing to:

Pamela Ostrander
1149 S. Broadway, Suite 400
Los Angeles, CA 90015
FAX (213) 847- 2846
E-MAIL: Pamela.Ostrander@lacity.org

The deadline for receipt of written questions is seven (7) calendar days before the bid opening date.

D. BIDDER RESPONSIBILITY POLICY

All contractors are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677 [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

In accordance with City Ordinance #173677, all bidders must complete the Responsibility Questionnaire contained in Part I, Pages 1-8a through 1-8j (Revised 1/25/12) of the Proposal, and also submit the attached Pledge of Compliance (Page 1-9). Bidders will be acknowledging that they have read and understood the Ordinance when they sign the Signature Sheet and Affidavit (Pages 1-5a through 1-5b of the Proposal).

ONLY QUESTIONNAIRES WITH THE REVISION DATE OF 1/25/12 ARE ACCEPTABLE AND THOSE BIDS RECEIVED WITHOUT THE REVISED QUESTIONNAIRES MAY BE DEEMED NON-RESPONSIVE.

E. LOCAL BUSINESS PREFERENCE PROGRAM

The Bureau of Street Services is recommending that the Board of Public Works opt out of implementing the Local Business Preference Program for this contract.

F. ADDENDUMS

Please confirm that the Email address you provide on www.LABAVN.org is correct; notifications of Addendums will be Emailed to that address. Please check the LABAVN website during the week of the Bid Date to ensure that you have all issued addendums. No new addendums will be issued during the week of the Bid Date.

**PRODUCTION OF RECYCLED ASPHALT CONCRETE (RAC)
FROM RECLAIMED ASPHALT PAVEMENT (RAP)
FOR BUREAU OF STREETS SERVICES ZONE 1 MAINTENANCE DISTRICTS**

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12. First Source Hiring Ordinance	13-1 to 13-9

Print and submit Part I & II pages one-sided only

Except for the "Equal Benefits Ordinance Affidavit"
and
"Slavery Disclosure Ordinance Affidavit"
which will be submitted onto BAVN

PROPOSAL

BUREAU OF STREET SERVICES

PRODUCTION OF RECYCLED ASPHALT CONCRETE (RAC)
FROM RECLAIMED ASPHALT PAVEMENT (RAP)
FOR BUREAU OF STREETS SERVICES ZONE 1 MAINTENANCE DISTRICTS



In and for the
City of Los Angeles
California

TYPE OF CONTRACT: Cash

PROPOSAL ATTACHMENTS: Project Specifications

PROJECT LOCATION: City Wide - see Exhibit A, Site Locations and Map (pages 1-3f.1/2 to 1-3f.2/2)

COMPLETION TIME: Various

WORK ORDER NUMBER: Various

BID DATE: Bids must be received no later than 11:00 am on Monday, April 5, 2016 at March 14, 2016 at
Bureau of Street Services, 1149 S. Broadway, 4th Floor, Los Angeles, CA 90015.

Firm Name	All American Asphalt		
Address	400 E 6th St, Corona, CA 92879 PO Box 2229, Corona, CA 92878		
Contact Person:	Mark Luer, President		
Telephone Number:	(951) 736-7600	Fax Number:	(951) 739-4671
Email Address:	publicworks@allamericanasphalt.com	Cell Number:	
California Business License Number	267073		
Business Tax Registration Certificate (BTRC) No.	0000084298-0001-4		

1 - 1

13 APR 15 5 44 PM '16

RECEIVED

BIDDER'S CHECK LIST

Before submitting your bid, indicate whether you have properly completed, signed and returned the following with your bid. Failure to do so may cause your bid to be declared non-responsive and may be rejected.

BIDDER MUST INITIAL EACH ITEM BELOW WHERE REQUIRED

1. GENERAL INFORMATION

The Bureau of Street Services will receive sealed bids for Production of Recycled Asphalt Concrete (RAC) from Reclaimed Asphalt Pavement (RAP) for Bureau of Street Services Zone 1 Maintenance Districts at 1149 S. Broadway, 4th Floor, Los Angeles, California 90015, on or before 11:00 am on the bid due date stated on page 1-1.

2. BID

Bids must be made on the forms provided and must be submitted in a sealed envelope addressed to the Department of Public Works, Bureau of Street Services, 1149 S. Broadway, 4th floor, Los Angeles, California 90015 Attn: Administration Division/Contract Section and marked "Production of Recycled Asphalt Concrete (RAC) from Reclaimed Asphalt Pavement (RAP) for Bureau of Street Services Zone 1 Maintenance Districts".

The bidder must further conform to the requirements of these instructions. The bidder must state, in USD figures, the unit price of each line item. Blank spaces must be properly filled in, and the phraseology thereof shall not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a bid **MAY** be cause for rejection of your bid. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. No telegraphic bid or telegraphic modification of a bid will be considered. No late bids will be considered.

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a co-partnership, it must be signed with the co-partnership name by a member of the firm, and the name and full address of each member must be given; if it is made by a corporation, it must be signed as follows and the corporate seal must be attached to such signatures:

- (a) Two signatures, one by the Chairman of Board of Directors, President or any Vice President and one by the Secretary, Assistant Secretary, Chief Financial Officer or any Assistant Treasurer; or
- (b) One signature by Corporate Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign.

Bidders are invited to be present at the opening of bids. The bidder shall affix to his bid the number of his license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

- (a) Is a bid submitted on all items and summary sheet completed? (pages 1-3a thru 1-3e.2/2).... ML Initial
- (b) Is the bid completed exclusively in ink (or typewritten)?..... ML Initial
- (c) Is the bid properly signed and dated (as noted on the bottom of page 1-5b)? ML Initial
- (d) Have prices, addition, bid amount and any deductive alternatives been double-checked? (pp 1-3a to 1-3e.2/2) ML Initial

3. RIGHT TO REJECT BIDS

The Bureau of Street Services reserves the right to reject any and all bids and to waive any informality therein.

4. EXAMINATION OF SITE

The Bureau of Street Services will examine and be the sole judge in determining the acceptability of each location(s) and the physical condition of each site(s) listed in each bid submittal.

5. RELEASE FROM BID

No bidder shall be released on account of errors in judgment, carelessness, or lack of familiarity with any bid instructions, specifications or plans. A bidder may be released on account of clerical errors, if he/she gives the Bureau of Street Services written notice within five calendar days of the bid opening and satisfies the Bureau of Street Services that a mistake(s) was made in the submission of the bid, not in judgment.

1-2a

Each bid must have therein or attached thereto the notarized affidavit of the bidder that such bid is genuine, and not sham or collusive, or made in the interest, or on behalf, of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder. Any bid not accompanied by, or which is made without, such an affidavit, or is in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. Any bidder making a false affidavit may be excluded from future bidding.

- (a) Is Affidavit properly filled in and initialed/signed? (page 1-5a)..... RL Initial
 (b) Is Affidavit notarized, notary-sealed, and does it include a certificate of the notary? (page 1-5b)..... RL Initial

7. ADDITIONAL SURETIES

If, at any time during the continuance of the contract, the sureties, or any of them, shall, in the opinion of the Bureau of Street Services become irresponsible, the Director of the Bureau of Street Services shall have the right to require additional and sufficient sureties, which the Contractor shall furnish to the satisfaction of the Bureau within ten calendar days after notice, and in default thereof, the contract may be suspended by the Bureau of Street Services Director and the work completed as provided in the specifications..... RL Initial

8. CONTRACT OVERVIEW AND BID ITEM SHEET

Has the bidder submitted prices on the Bid Item Sheets which includes a "cost per ton of RAC produced", "cost per ton of RAP produced", "Price Change Requirements", "Transportation Haul Rates" and "Purchase of RAP" (optional) and completed the "Summary of Work and Prices" page?...(Pages 1-3a thru 1-3e.2/2) RL Initial

9. BIDDER'S WORK HISTORY AND RELATED QUALIFICATIONS

Has the bidder completed all requests for information, answered all questions, signed and notarized all required documents?..... (Pages 1-4a thru 1-4e) RL Initial

10. ON-LINE BIDDER INFORMATION AND FORMS

Some forms are required to be completed and submitted on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) at www.labavn.org..... RL Initial

11. CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET AND INFORMATION RELEASE FORM

- (a) If the bidder has not been awarded a project with the Department of Public Works, Bureau of Street Services within the last three (3) years, are page(s) 1-6a thru 1-6b completed and included with the bid? RL Initial
 (b) Has the bidder reviewed and signed the Information Release Form(page 1-7)?..... RL Initial

12. LIVING WAGE ORDINANCE

Has the bidder reviewed and signed the requirements pertaining to the payment of living wages on pages 1-16a thru 1-16j? RL Initial

13. EQUAL BENEFITS ORDINANCE

Has the bidder read the "Equal Benefits Ordinance" and submitted the affidavit on LABAVN? (Page 1-14)..... RL Initial

14. AFFIRMATIVE ACTION AND NON-DISCRIMINATION PROGRAMS MUST BE SUBMITTED WITH BID/EQUAL EMPLOYMENT PRACTICES (Pages 2-1 thru 2-2)

- (a) Has the bidder completed and submitted the "Nondiscrimination • Equal Employment Practices • Affirmative Action", "Equal Employment Practices" on LABAVN?..... RL Initial
 (b) Has the bidder completed the "Anticipated Employment Utilization Report"? (Page 2-2)..... RL Initial
 NOTE: Bidders who have no employees at the present time MUST write "NO EMPLOYEES AT THIS TIME" across the form.

15. CONTRACTOR RESPONSIBILITY QUESTIONNAIRE DOCUMENTATION

- (a) Has the bidder reviewed and submitted the "Contractor Responsibility Questionnaire"? (Pages 1-8a thru 1-8j) RL Initial
 (b) Has the bidder reviewed and signed the "Pledge of Compliance" (page 1-9)? RL Initial

16. SLAVERY DISCLOSURE ORDINANCE

Has the bidder reviewed and submitted the "Slavery Disclosure Ordinance" on LABAVN? (Page 1-15)..... RL Initial

1-26

16. **SLAVERY DISCLOSURE ORDINANCE**
Has the bidder reviewed and submitted the "Slavery Disclosure Ordinance" on LABAVN? (Page 1-15). ml Initial
17. **MUNICIPAL LOBBYING AND CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS**
Has the bidder reviewed and submitted "Bidder Certification CEC Form 50" (page 1-10a thru 1-10b) and "Prohibited Contributors (Bidders) CEC Form 55"? (page 1-11a thru 1-11c) ml Initial
18. **CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**
Has the bidder reviewed and signed the "Certification of Compliance with Child Support Obligations"? (Page 1-12) ml Initial
19. **FIRST SOURCE HIRING ORDINANCE** (Page 1-17)
Has the bidder received and reviewed the "First Source Hiring Ordinance Form" on LABAVN? ml Initial
20. **LOS ANGELES RESIDENCE INFORMATION**
Has the bidder completed the "Los Angeles Residence Information" form? (Page 1-18)..... ml Initial
21. **SECURITY GUARD SERVICES** (Page 1-13)
Has the bidder reviewed the policy regarding the use of Security Guard Services? ml Initial
22. **INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**
Has the bidder received and reviewed the City's insurance requirements and forms? (pp 5-1 thru 5-3) ml Initial
23. **GENERAL INFORMATION FOR BIDDERS**
Has the bidder become familiarized with the General Information on pages 4-1 thru 4-13? ml Initial
24. **SPECIFICATIONS AND PROPOSED CONTRACT LANGUAGE TO PROVIDE RECYCLED ASPHALT CONCRETE**
Has the bidder read all sections of the specifications and proposed contract language? (pp 4-14 thru 4-40)..... ml Initial
25. **BID BOND**
Has the bidder read and provided an authorized signature on the bid bond form? (Page 1-19) ml Initial
26. **CONTRACT**
The bidder to whom award is made will be required to execute a written contract with the City, to furnish goods and/or services as herein specified, and shall furnish proof of adequate insurance coverage within ten calendar days prior to award of contract.

The following documents are essential parts of the complete contract: The Notice Inviting Bids, Instructions to Bidders and Specifications, and, if any, the plans for the work, all of which documents are posted on LABAVN and on file in the Bureau of Street Service office.

27. **NAME OF CONTRACTOR** All American Asphalt

28. **CONTRACTOR'S ADDRESS** 400 E 6th St PO Box 2229
CITY Corona CA 92879 / 92878

29. **CONTRACTOR'S TEL. No.** (951) 736 - 7600 and **EMAIL** publicworks@allamericanasphalt.com

30. **CALIFORNIA BUSINESS LICENSE NUMBER** 267073

31. **BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) #** 0000084298-0001-4

32. **BIDDER'S CHECK LIST**

Are all pertinent sections of the "Bidder's Check List" completed, signed and initialed? (pp 1-2a to 1-2c) Initial

ml 4/4/16
PRINT NAME: Mark Luer

TITLE OR
POSITION: President

1-2-2

CONTRACT OVERVIEW FOR PRODUCTION OF RECYCLED ASPHALT CONCRETE (RAC) FROM RECLAIMED ASPHALT PAVEMENT (RAP) FOR BUREAU OF STREET SERVICES ZONE 1 MAINTENANCE DISTRICTS

Bids are requested for producing Recycled Asphalt Concrete (RAC) utilizing the City's Reclaimed Asphalt Pavement (RAP). The Recycled Asphalt Concrete (RAC) is to contain not less than 50% RAP content under the specifications set forth in the Specifications outlined in the specifications section of this document (Pages 4-14 thru 4-40) of this document.

The City may elect to award multiple contracts to all responsive bidders. This will be done to ensure an adequate and reliable supply of RAC for the City's Paving Program on any given day as the volume of RAC needed fluctuates. A responsive bidder is one which submits, on a timely basis, a complete response to this RFB, following all instructions, and satisfies all of the City's contracting requirements as detailed in the instructions of this RFB. The award of a contract does not guarantee a particular volume of business. The usage of a contract will be predicated on the vendor's ability to deliver the requested amount of RAC on any given day.

Bids must include and take into consideration:

- a. The cost per ton production and sale of RAC for the Bureau of Street Services.
- b. Cost per ton transportation haul charge for pickup and delivery to each of the City's transportation zones.
- c. The credit amount to be paid by bidder for any RAP purchased from the City of Los Angeles, Bureau of Street Services. Sales tax is not to be included in the bid price.
- d. The City assumes but does not warrant or guarantee that equal amounts of RAC will be delivered throughout the City.
- e. The City does not warrant or guarantee any tonnage requirements. The City's needs fluctuate yearly based on the City's budget and no minimum can be established. The City retains the right to supply its needs with its own production capabilities first.
- f. The City may utilize this contract to supply any of its departments with RAC. In instances where departments other than the Bureau of Street Services utilize this contract for the purchase of RAC they will be required to get the project manager's and the bidders written approval in advance and may be required to transfer funds to the Bureau of Street Services to pay the Bureau for its RAP, associated transportation costs and costs associated with managing this contract. Other City departments wishing to utilize this contract will be responsible for transferring funds to the Bureau of Street Services in advance of any purchases and the Bureau will process the payments to the bidder.

Bids are subject to the general terms and conditions as stipulated herein. See General Instructions and Information for Bidders, pages 4-1 to 4-13.

1-3a

BID ITEMS

There will be 5 (five) bid items. The bidder must place a bid for the first three items in-order to be considered responsive while the fourth and fifth items are optional.

Item 1 will be the production of Recycled Asphalt Concrete (RAC) utilizing the City's Recycled Asphalt Pavement (RAP). (Page 1-3c)

Item 2 will be the production of RAP utilizing the City's milled asphalt pavement into RAP. The Bidder must provide a price for the production of the City's RAP listed on page 1-3d.

Item 3 will be a bid for the transportation of RAC and RAP (Page 1-3e). Bidder will be required to provide transportation at the City's request.

Item 4 shall be the purchase of the City's excess RAP. The purchase of the City's excess RAP will in instances where the City has determined that it has excess RAP available, the City may notify the vendor of the amount available and the vendor has the option of purchasing the RAP at the bid price per ton. The City retains the right to use any and all of its RAP as the City determines, City is the sole entity to determine what it considers excess and may make the RAP available to other entities as it sees fit. Vendor will be responsible for picking up the RAP at City locations (Page 1-3e).

Item 5 will be the cost per ton of virgin mix asphalt concrete (Page 1-3e.1/2).

CONTRACT TERMS

THIS CONTRACT IS A FIVE YEAR CONTRACT WITH NO RENEWALS.

PRICE CHANGES FOR PRODUCTION OF RAC

The City will consider price changes for the production of RAC on an annual basis during the life of the contract which will be five years. On the yearly anniversary of the first date of delivery, modifications to the contract price (whether it be an increase or a decrease) may be awarded, to be in effect during the ensuing year. The adjustments, if any, will be made in accordance with contractor's verified actual costs of the production of RAC.

Price increase considerations would entail the use of verified actual changes in costs to the vendor. The vendor must identify the cost of each relevant component and furnish the percentage of the total cost associated with each relevant component. Documentation must be provided in support of the requested changes. This may result in an increase, or a decrease, based on documented cost variations of the relevant components used in the production of RAC.

1-3b

BID SHEET

PRODUCTION OF THE CITY'S RECYCLED ASPHALT (CONCRETE RAC) FROM RECLAIMED ASPHALT PAVEMENT (RAP).

☒ (Check Box) and initial: *ML*

13646 Live Oak Lane, Irwindale, CA and/or 11549 Bradley, San Fernando, CA 91331

(List Site Location Address)

A. COST PER TON OF RAC PRODUCED (Minimum capacity of 3000 tons per day)

Monday-Friday \$ 35.86/TON

Thirty Five Dollars and Eighty Six Cents
(In Words)

Saturday/Sunday \$ 35.86/TON

Thirty Five Dollars and Eighty Six Cents
(In Words)

Holiday \$ 35.86

\$ Thirty Five Dollars and Eighty Six Cents
(In Words)

(The City may require a minimum production capacity of 3000 tons within a 7 hour production window. State in bid offering total capacity per day. The City estimates a production capacity not expected to exceed 450,000 tons annually. This is not a guarantee maximum. Actual production requirements dependent upon resurfacing program authorized by the Mayor and City Council in any given year.) 3000 Tons / Day

OR

☒ (Check Box) and initial: *ML*

13646 Live Oak Lane, Irwindale, CA and/or 11549 Bradley, San Fernando, CA 91331

(List Site Location Address)

B. COST PER TON OF RAC PRODUCED (Capacity of less than 3000 tons per day)

Monday-Friday \$ 35.86/TON

Thirty Five Dollars and Eighty Six Cents
(In Words)

Saturday/Sunday \$ 35.86/TON

Thirty Five Dollars and Eighty Six Cents
(In Words)

Holiday \$ 35.86/TON

Thirty Five Dollars and Eighty Six Cents
(In Words)

(The City may require a production capacity of less than 3000 tons within a 7 hour production window per day. State in bid offering total capacity per day.)

3000 Tons / Day

1-36

III. TRANSPORTATION HAUL RATES

Contractors will be required to provide transportation of RAC and/or RAP at the CITY's request. Vendors may select one of two ways to bid on transporting charges. **Option 1** would require the vendor to provide a per ton rate for all zones from Exhibit A listed out on Exhibit B located on pages 1-3f and 1-3g. **Option 2** the bidder chooses to use the City's current Contract Truckers hauling rates listed on Exhibit C on pages 1-3h to 1-3m.

TRANSPORTATION (HAUL CHARGE) IS TO BE BID AS A SINGLE COST PER TON FOR DELIVERY OF MATERIAL ANYWHERE WITHIN EACH BID ZONES AREAS. TRANSPORTATION (HAUL CHARGES) SHALL NOT INCLUDE ASPHALT PRICE F.O.B. CONTRACTOR'S PLANT.

Please select ONE Transportation Haul Rate option.

OPTION #1 ☐ (Check Box) Initials: _____ by choosing this option, our company chooses to provide a per ton rate for all zones listed on Exhibit B located on pages 1-3g. Please reference Exhibit A on pages 1-3f to 1-3.f 2/2 for the CITY's trucking zones.

OPTION #2 ☒ (Check Box) Initials: ML by choosing this option, our company chooses to use the City's current Contract Truckers hauling rates listed on Exhibit C on pages 1-3h to 1-3m.

IV. PURCHASE OF RAP (OPTIONAL)

During the course of normal CITY operations, the CITY may generate excess Reclaimed Asphalt Pavement (RAP). Bidding this item is optional and the Bidder is not required to place a bid for the purchase of the City's RAP. State below the amount that you will pay the City per ton for purchasing RAP. If chosen as the City's contract asphalt recycler, the payment will be taken in the form of a credit to be applied to RAC produced for the City.

PRICE PER TON OF RAP

Monday-Friday

\$ 2.00 /TON

\$ Two Dollars and Zero Cents
(In Words)

By placing a figure in the lines above, I agree to purchase RAP from the CITY at this stated price. ML Initial

V. PRODUCTION OF VIRGIN MIX ASPHALT CONCRETE (OPTIONAL)

On occasion, the CITY may need to purchase virgin mix asphalt concrete when RAC is not available. Please provide a cost per ton.

A. COST PER TON OF VIRGIN MIX ASPHALT CONCRETE PRODUCED
(Minimum capacity of 1000 tons per day)

Monday-Friday \$55.00 /TON
\$ Fifty Five Dollars and Zero Cents
(In Words)

Saturday/Sunday \$55.00 /TON
\$ Fifty Five Dollars and Zero Cents
(In Words)

Holiday \$55.00 /TON
\$ Fifty Five Dollars and Zero Cents
(In Words)

B. COST PER TON OF VIRGIN MIX ASPHALT CONCRETE PRODUCED
(Capacity of less than 1000 tons per day)

Monday-Friday \$55.00 /TON
\$ Fifty Five Dollars and Zero Cents
(In Words)

Saturday/Sunday \$55.00 /TON
\$ Fifty Five Dollars and Zero Cents
(In Words)

Holiday \$55.00 /TON
\$ Fifty Five Dollars and Zero Cents
(In Words)

STATE AMOUNTS IN WORDS.

SALES TAXES ARE NOT TO BE INCLUDED IN THE BID PRICE.

1 38. 1/2

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS - BUREAU OF STREET SERVICES
SUMMARY OF WORK AND PRICES
 REQUEST FOR BID: PRODUCTION OF RECYCLED ASPHALT CONCRETE (RAC) FROM
 RECLAIMED ASPHALT PAVEMENT (RAP) FOR BUREAU OF STREET SERVICES ZONE 1
 MAINTENANCE DISTRICTS

FIRM NAME: All American Asphalt

I - A		PRODUCTION OF RAC - MINIMUM CAPACITY OF 3000 TONS PER DAY	
	Monday - Friday	Ton	35.86
	Saturday - Sunday	Ton	35.86
	Holiday	Ton	35.86
I - B		PRODUCTION OF RAC - CAPACITY LESS THAN 3000 TONS PER DAY	
	Monday - Friday	Ton	35.86
	Saturday - Sunday	Ton	35.86
	Holiday	Ton	35.86
II		PRODUCTION OF RAP	
	Monday - Friday	Ton	3.50
	Saturday - Sunday	Ton	3.50
	Holiday	Ton	3.50
III		TRANSPORTATION HAUL RATES:	Check one below
		Option 1 - Bidder provide rates	☐
		Option 2 - City's current rates	☒
IV		PURCHASE OF RAP (optional)	
	Monday - Friday		2.00
V - A		PRODUCTION OF VIRGIN MIX ASPHALT CONCRETE (optional) MINIMUM CAPACITY OF 1000 TONS PER DAY	
	Monday - Friday	Ton	55.00
	Saturday - Sunday	Ton	55.00
	Holiday	Ton	55.00
V - B		PRODUCTION OF VIRGIN MIX ASPHALT CONCRETE (optional) CAPACITY OF LESS THAN 1000 TONS PER DAY	
	Monday - Friday	Ton	55.00
	Saturday - Sunday	Ton	55.00
	Holiday	Ton	55.00

NOTE THE HOURS OF OPERATION:

SUMMER (June 21)	5:00 am - 3:00 pm	11:00 pm - 5:00 am
WINTER (December 21)	6:00 am - 3:00 pm	11:00 pm - 6:00 am

1-3c 2/2

EXHIBIT A

Page 1-2

**CITY OF LOS ANGELES
TRUCKING ZONES**

District Code	District Name	Address	City
101	HARBOR DISTRICT	1400 N. Gaffey St.	San Pedro
102	SOUTH	8802 Denver Ave	Los Angeles
103	SOUTHEAST	4206 So. Main St.	Los Angeles
104	CENTRAL	1274 W 2nd St	Los Angeles
105	EAST	452 San Fernando Rd.	Los Angeles
106	EAGLE ROCK	2231 Fair Oak Ave	Los Angeles
107	SILVERLAKE	3900 Chevy Chase Dr.	Los Angeles
108	HOLLYWOOD	6640 Romaine St	Los Angeles
109	WILSHIRE	1274 S. Cochran Ave.	Los Angeles
110	SOUTH WEST	5860 So. Wilton Pl.	Los Angeles
111	WESTCHESTER	5323 W. 111 TH . St.	Los Angeles
112	VENICE	2000 Abbott Kinney Blvd.	Venice

-----SITE MAP next page -----

1-3 f. 1/2



A. HAUL RATES PER ZONE

BUREAU OF
STREET
SERVICES

EXHIBIT B HAUL RATE BID MATRIX

	101	102	103	104	105	106	107	108	109	110	111	112
Div. 101	Hourly											
Div. 102		Hourly										
Div. 103			Hourly									
Div. 104				Hourly								
Div. 105					Hourly							
Div. 106						Hourly						
Div. 107							Hourly					
Div. 108								Hourly				
Div. 109									Hourly			
Div. 110										Hourly		
Div. 111											Hourly	
Div. 112												Hourly

(Haul rates are subject to change)

B. STAND-BY TIME: Stand-by time will be paid to all Contractors (Owner-Operators) only after they have been at each job site 30 minutes whether or not they are waiting to be unloaded or loaded. One (1) hour minimum stand-by time will be paid if the crew is at lunch. Contractors should ask crew supervisors when lunch begins and when it ends to refrain from dumping during that time.

C. STAND-BY RATE: Stand-by time rates are as follows:

Minutes	Rate
1 to 6	
7 to 12	
13 to 18	
19 to 24	
25 to 30	

D. RE-ROUTING/DIVERSION OF TRUCKS: (1) When a non-loaded truck arrives at a job site and is sent to a new location to be loaded, the Contractor will be paid \$_____ per hour (or fraction thereof) from the arrival time at the original location to arrival time at the new location. (2) Contract trucks diverted to a new job site, when loaded, will be paid the ton haul rate at the highest of the two rates comprising the original rate with the rate to the diverted destination. (3) Contract trucks that are diverted en route will be paid the ton haul rate to the new location as if that were the original assignment.

E. WEEK-END AND HOLIDAY RATES: Week-end and Holiday rates are as follows: (1) Saturday = _____% above the regular work day rate. (2) Sunday / Holiday = _____% above the regular work day rate. (3) \$_____ Show-up (flat) rate, _____% and _____% week-end and holiday rates does not apply.

F. ALTERNATE RATE: In instance where there is no established rate, the City shall have the unilateral right to choose one of the

1. Additional Zone Rate - Where the City will establish a new zone and rate to be added to the contract
2. Ton / Mile Rate - \$_____ cents per ton / per mile.
3. Hourly Rate - hourly rate of \$_____.

IMPORTANT - BIDDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY BID SUBMITTAL DEADLINE FOR THEIR BID TO BE DEEMED RESPONSIVE.

NOTE: ALL SECTIONS A THRU F MUST BE FILLED OUT COMPLETELY.

EXHIBIT C

**Bureau of Street Services
As-Needed Haul Truck Program**

Low-Side Vehicles

A. HAIL RATES PER ZONE

[illegible]

B. STAND-BY TIME: Stand-by time will be paid to all Contractors (Owner-Operators) only after they have been at each job site 30 minutes whether or not they are waiting to be unloaded or loaded. One half hour will not count towards standing

C. STANDING RATE: Standing time rates are as follows:

Minutes	Rate	Minutes	Rate
1 to 8	\$4.85	31 to 36	\$28.03
9 to 12	\$6.68	37 to 42	\$33.87
13 to 16	\$14.52	43 to 46	\$38.71
17 to 24	\$19.36	47 to 54	\$43.55
25 to 30	\$24.20	55 to 60	\$48.39

3. LINE ROUTING/DIVERSION OF TRUCKS. (1) When a non-standard truck arrives at a job site and is sent to a new location to be loaded, the Contractor will be paid \$54.02 per hour (or fraction thereof) from the arrival time of the original location to arrival time at the new location. (2) Contract trucks diverted to a new job site, when loaded, will be paid the ten hour rule at the highest of the two rates comparing the original rate with the rate at the diverted destination. (3) Contract trucks that are diverted en route will be paid the ten hour rule at the lowest rate that was the original destination.

WEEK-END AND HOLIDAY RATES: Week-end and Holiday rates are an add-on: (1) Saturday = 12% above the regular work day rate, (2) Sunday / Holiday = 32% above the regular work day rate, (3) \$150 Show-up (flat) rate, 12% and 32% week-end and holiday rates does not apply.

ALTERNATE RATE: In instances where there is no established rate, the City shall have the unilateral right to choose one of the following methods of payment:

1. Additional Zone Rate - Wherein the City will establish a new zone and rate to be added to the contract.
2. Ton / Mile Rate - \$0.33 cents per ton / per mile.
3. Hourly Rate - hourly rate of \$82.63

Ton / Mile Rates for Special Projects: The determination of a "Special Project" and its rate of pay will be made by the Bureau of Street Services. A \$0.33 per ton / per mile is the base rate for Special Projects plus any standing time. This rate will be paid for all miles driven, loaded and unloaded, and the Bureau of Street Services will select the route and establish mileage in all Special Projects.

High-Side Vehicles

Bureau of Street Services
As-Needed Haul Truck Program
2015-2016 Haul Rates

Div.	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130
Div. 101	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 102	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 103	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 104	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 105	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 106	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 107	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 108	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 109	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 110	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 111	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 112	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 113	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 114	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 115	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 116	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 117	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 118	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 119	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 120	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 121	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 122	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 123	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 124	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 125	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 126	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 127	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 128	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 129	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70
Div. 130	Hourly	\$7.04	\$10.46	\$9.93	\$10.53	\$9.08	\$11.12	\$10.87	\$11.06	\$10.40	\$9.78	\$11.00	\$11.87	\$9.52	\$15.00	\$13.82	\$15.73	\$16.43	\$16.71	\$16.40	\$15.78	\$15.86	\$17.04	\$17.03	\$17.59	\$15.70	\$17.04	\$17.03	\$17.59	\$15.70

B. STAND-BY TIME: Stand-by time will be paid to all Contractors (Owner-Operators) only after they have been at each job site 30 minutes whether or not they are waiting to be unloaded or loaded. One half hour will not count towards standing time when the crew is at lunch. Contractors should ask crew supervisors when lunch begins and when it ends to refrain from dumping during that time.

C. STAND-BY RATE: Stand-by time rates are as follows:

Minutes	Rate
1 to 15	\$1.55
16 to 30	\$3.10
31 to 45	\$4.65
46 to 60	\$6.20
61 to 75	\$7.75
76 to 90	\$9.30
91 to 105	\$10.85
106 to 120	\$12.40
121 to 135	\$13.95
136 to 150	\$15.50
151 to 165	\$17.05
166 to 180	\$18.60
181 to 195	\$20.15
196 to 210	\$21.70
211 to 225	\$23.25
226 to 240	\$24.80
241 to 255	\$26.35
256 to 270	\$27.90
271 to 285	\$29.45
286 to 300	\$31.00

D. RE-ROUTING / DIVERSION OF TRUCKS: (1) When a non-loaded truck arrives at a job site and is sent to a new location to be loaded, the Contractor will be paid \$68.70 per hour (or fraction thereof) from the arrival time at the original location to arrival time at the new location. (2) Contract trucks diverted to a new job site, when loaded, will be paid the ton haul rate at the highest of the two rates comparing the original rate with the rate to the diverted destination. (3) Contract trucks that are diverted en route will be paid the ton haul rate to the new location as if that were the original assignment.

E. WEEK-END AND HOLIDAY RATES: Week-end and Holiday rates are as follows: (1) Saturday = 12% above the regular work day rate. (2) Sunday / Holiday = 32% above the regular work day rate. (3) \$163 Show-up fee rate, 12% and 32% week-end and holiday rates does not apply.

F. ALTERNATE RATE: In locations where there is no established rate, the City shall have the ultimate right to choose one of the following methods of payment:

1. Additional Zone Rate - Where the City will establish a new zone and rate to be added to the contract.
2. Ton / Mile Rate - \$0.35 cents per ton / per mile.
3. Hourly Rate - Hourly rate of \$100.15

* Ton / Mile Rates for Special Projects: The determination of a "Special Project" and its rate of pay will be made by the Bureau of Street Services. A \$0.30 per ton / per mile is the base rate for Special Projects plus any standing time. This rate will be paid for all miles driven, loaded and unloaded, and the Bureau of Street Services will select the route and establish mileage in all Special Projects.

EFFECTIVE DATE: 7/1/2015

Bureau of Street Services
As-Needed Haul Truck Program

2014-2015 Haul Rates

A. HAUL RATES PER ZONE

10-Wheel Vehicles

	101	102	103	104	105	106	107	108	109	110	111	112	213	214	215	216	217	218	219	220	221	222	223	224	300	315
Div. 101	Hourly	\$0.24	\$0.54	\$8.10	\$8.59	\$4.07	\$8.07	\$3.67	\$0.62	\$0.55	\$7.97	\$0.99	\$8.88	\$7.77	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 102	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 103	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 104	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 105	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 106	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 107	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 108	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 109	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 110	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 111	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 112	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 113	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 114	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 115	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 116	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 117	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 118	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 119	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 120	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 121	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 122	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 123	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 124	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 125	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 126	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 127	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 128	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 129	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 130	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 131	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 132	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 133	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 134	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 135	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 136	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 137	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 138	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 139	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 140	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 141	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 142	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 143	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 144	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$14.39	\$14.35	\$76.81
Div. 145	Hourly	\$0.24	Hourly	\$4.54	\$3.33	\$0.37	\$5.91	\$4.51	\$5.91	\$3.35	\$3.35	\$3.35	\$5.75	\$3.33	\$12.24	\$11.25	\$12.83	\$13.41	\$13.63	\$13.78	\$12.89	\$12.84	\$14.39	\$1		

12-Wheel Vehicles



**Bureau of Street Services
As-Needed Haul Truck Program**

2015-2016 Haul Rates

A. HAUL RATES PER ZONE

[illegible]

STAND-BY TIME: Stand-by time will be paid to all Contractors (Owner-Operators) only after they have been at each job site 30 minutes whether or not they are waiting to be unloaded or loaded. One half hour will not count towards standing.

E. STAND-RATE: Stand-by rates are as follows:

Minutes	Rate
1 to 8	\$4.52
9 to 12	\$9.23
13 to 18	\$13.84
19 to 24	\$18.45
25 to 30	\$23.07

2. RE-ROUTING / DIVERSION OF TRUCKS: (1) When a non-loaded truck arrives at a job site and is sent to a new location, the Contractor will be paid \$51.49 per hour or fraction thereof from the arrival time at the original location to arrival time at the new location. (2) Contract trucks started on a new job site, will be paid the "on-hold" rate at the expense of the two rates comparing the original rate with the rate to be diverted destination. (3) Contract locations that are diverted on route will be paid the "on-hold" rate at the expense of the two rates comparing the original rate with the rate to be diverted destination. (4) Contract

6. WEEK-END AND HOLIDAY RATES:
Week-end and Holiday rates are as follows: (1) Saturday a 12% above the regular work day rate, (2) Sunday / Holiday = 32% above the regular work day rate, (3) \$14.3 Show-up (flat) rate, 12% and 32% week-end and holiday rates does not apply.

F. ALTERNATE RATE: in instance where there is no established rate, the City shall have the unilateral right to choose one of the following methods of payment:

1. **Additional Zone Rate** - Where the City will establish a new zone and rate to be added to the contract.
2. **Ton / Mile Rate** - \$0.31 cents per ton / per mile.
3. **Hourly Rate** - hourly rate of \$78.04

Ton/Mile Rates for Special Projects: The determination of a "Special Project" and its rate of pay will be made by the Bureau of Street Services. A \$0.31¹ per ton / per mile is the base rate for Special Projects plus any standing time. This rate will be paid for all miles driven, loaded and unloaded, and the Bureau of Street Services will select the route and establish mileage in all Special Projects.

\$0.30 per ton mile
24 tons

\$6.30 per mile

LOCATION	BKK FALCON 3031 E. J Street Washington 90744	COMMUNITY RECYCLING & RESOURCE 9189 De Garmo Ave. Sun Valley, 91352	STATIONARY LANDFILL 8520 Tujunga Ave Sun Valley, 91352	SUNSHINE CYN LANDFILL 14747 Santa Monica Rd Sylmar 91342	WASTE MGT. RECYCLING 5227 Tujunga Ave Sun Valley 91352	LOPEZ CANYON 1653 Lopez Cyn Lugo-Raw Terence 91342	LOONEY BINS 2424 L. Olympic Los Angeles 90021	LOONEY BINS 11616 Shollen St Sun Valley 91352	WESTERN WASTE 321 Francisco St Carson 90742
TIMESHEET CODE	BKK	CRR	STR	SSC	WJR	LOP	IBI	LB2	WWC
HARBOR	\$37.80 6	\$236.40 38	\$239.40 38	\$289.80 48	\$245.70 39	\$277.20 44	\$151.20 24	\$252.00 40	\$50.40 8
42ND MAIN	\$126.00 20	\$132.30 21	\$132.30 21	\$182.70 28	\$132.30 21	\$170.10 27	\$31.50 5	\$138.60 22	\$75.60 12
EAST YARD	\$151.20 24	\$94.50 15	\$88.20 14	\$151.20 24	\$84.50 16	\$132.30 21	\$31.50 5	\$94.50 15	\$119.70 19
EAGLE ROCK	\$189.00 30	\$81.90 13	\$81.90 13	\$138.60 22	\$81.90 13	\$119.70 19	\$63.00 10	\$88.20 14	\$151.20 24
HOLLYWOOD	\$189.00 30	\$81.90 13	\$75.60 12	\$176.00 20	\$81.90 13	\$107.10 17	\$56.70 9	\$88.20 14	\$138.60 22
WILSHIRE	\$178.40 28	\$100.80 18	\$94.50 15	\$144.90 23	\$100.80 16	\$128.00 20	\$56.70 9	\$107.10 17	\$128.00 20
SO WEST	\$119.70 19	\$138.60 22	\$138.60 22	\$189.00 30	\$144.90 23	\$176.40 26	\$31.50 5	\$144.90 23	\$80.30 11
VENICE	\$163.80 26	\$189.00 30	\$151.20 24	\$170.10 27	\$170.10 27	\$170.10 27	\$107.10 17	\$176.40 26	\$113.40 18
BEL AIR	\$170.10 27	\$151.20 24	\$113.40 18	\$132.30 21	\$132.30 21	\$132.30 21	\$88.20 14	\$119.70 19	\$128.00 20
N HOLLYWOOD	\$228.80 36	\$31.50 5	\$25.20 4	\$88.20 14	\$31.50 5	\$75.60 12	\$107.10 17	\$37.80 6	\$178.40 28
VAN NUYS	\$233.10 37	\$56.70 9	\$44.10 7	\$89.30 11	\$30.40 8	\$89.30 11	\$151.20 24	\$56.70 9	\$182.70 29
GRANADA HILLS 222	\$263.50 45	\$81.90 13	\$81.90 13	\$44.10 7	\$81.90 13	\$53.00 10	\$207.30 33	\$81.90 13	\$239.40 38
	\$2,068.40	\$1,379.70	\$1,266.30	\$1,726.20	\$1,346.20	\$1,619.10	\$1,083.60	\$1,386.00	\$1,568.70
									\$13,444.20

Note:

Adjusted Distance 1/2 (Actual Distance to 9227 Tujunga minus the Actual Distance to 8230 Tujunga) and rounded, added to distance to 8230 Tujunga

The adjustment was deemed appropriate because the software was generating a route that was approximately 6 miles further for a location that is actually 1.5 miles from the final location

LOCATION	BKK FALCON 3031 E. I Street Wilmington 90744	COMMUNITY RECYCLING & RESOURCE 9189 De Garmo Ave. Sun Valley, 91352	STATHERN LANDFILL 8230 Tujunga Ave Sun Valley 91352	SUNSHINE CYN LANDFILL 14747 San Fernando Rd Sylmar 91342	WASTE MGT. RECYCLING 9227 Tujunga Ave Sun Valley 91352	LOPEZ CANYON 11850 Lopez Cyn Lakeview Terrace 91342	WESTERN WASTE 321 Francisco St Carson 90742
TIMESHEET CODE	BKK	CRF	STR	SSC	WWR	LOP	WWC
HARBOR	\$85.00 6	\$193.00 38	\$193.00 38	\$213.00 46	\$193.00 39	\$205.00 44	\$103.00 8
101							
42ND MAIN	\$116.00 20	\$124.00 21	\$124.00 21	\$140.00 29	\$124.00 21	\$135.00 27	\$84.00 12
103							
EAST YARD	\$129.00 24	\$120.00 15	\$120.00 14	\$135.00 24	\$120.00 15	\$128.00 21	\$115.00 19
105							
EAGLE ROCK	\$111.00 30	\$99.00 13	\$99.00 13	\$113.00 22	\$99.00 13	\$105.00 19	\$96.00 24
106							
HOLLYWOOD	\$133.00 30	\$112.00 13	\$112.00 12	\$128.00 20	\$112.00 13	\$120.00 17	\$125.00 22
108							
WILSHIRE	\$126.00 28	\$122.00 16	\$122.00 15	\$145.00 23	\$122.00 16	\$118.00 20	\$140.00 20
109							
SO WEST	\$120.00 19	\$135.00 22	\$135.00 22	\$169.00 30	\$135.00 23	\$160.00 28	\$110.00 11
110							
VENICE	\$135.00 26	\$135.00 30	\$137.00 24	\$153.00 27	\$137.00 27	\$145.00 27	\$122.00 18
112							
BEL AIR	\$159.00 27	\$118.00 24	\$118.00 18	\$127.00 21	\$118.00 21	\$119.00 21	\$139.00 20
214							
N HOLLYWOOD	\$190.00 36	\$70.00 5	\$70.00 4	\$89.00 14	\$70.00 5	\$80.00 12	\$178.00 28
217							
VAN NUYS	\$190.00 37	\$80.00 9	\$90.00 7	\$104.00 11	\$90.00 8	\$95.00 11	\$178.00 29
220							
GRANADA HILLS 222	\$220.00 45	\$81.00 13	\$81.00 13	\$82.00 7	\$81.00 13	\$80.00 10	\$190.00 38

\$1,714.00
328

\$1,399.00
219

\$1,401.00
201

\$1,588.00
274

\$1,401.00
214

\$1,490.00
257

\$10,583.00
1742
\$6.08

BIDDER'S WORK HISTORY AND RELATED QUALIFICATIONS

1. Has your company ever been awarded a contract to supply recycled asphalt concrete to a governmental agency?

WRITE YES OR NO YES (If YES, proceed to Item 2. If NO, proceed to Item 3).

2. What is the highest percentage of recycled content you have sold to a governmental agency? Please provide a copy of the contract. 50 %

3. Has your company been awarded a contract by the City of Los Angeles, Department of Public Works in the last 10 (ten) years?

WRITE YES OR NO YES (If YES, proceed to Item 5. If NO, proceed to Item 4).

4. A company that has not been awarded a contract by the City of Los Angeles, Department of Public Works in the last 10 (ten) years shall submit satisfactory evidence that its organization has been responsibly and regularly engaged in similar work and has adequate facilities, organizational structure and the necessary technical and managerial expertise to properly perform the work in conformance with the requirements of this contract.

Satisfactory evidence shall be submitted with the bid for this project and shall consist of either of the following:

- a. Letters of references from at least 3 (three) separate agencies (whether public or private) attesting to the satisfactory performance in the production of recycled asphalt concrete by your organization; or
- a. A list of similar projects (whether public or private) completed in the last ten years. Please submit an attached list and provide all required information. (Note: Bidders must also complete item "B".) Use additional pages if necessary.
5. Additional information may be requested to clarify bidder's qualifications or record of past work performance. Such information must be submitted promptly upon request.

Submitted by: All American Asphalt

(Check One)

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): _____

6. All bidders on City of Los Angeles Public Works construction contracts must submit information as to their performance on past or current public agency construction projects. Failure to complete and submit this page and the information requested with the bid may render the bid non-responsive.

I certify that the information herein provided is true and correct. Submission of false, incomplete or misleading responses to the inquiries here set forth will void any award and/or will constitute material breach of any contract. Furthermore, I have reviewed the Contractor Responsibility Ordinance.

Firm Name: All American Asphalt

Name and _____ of Person Completing Form
Mark Luer, President

NOTE: Additional information may be requested to clarify bidder's qualifications or record of past performance. Such information must be submitted promptly upon request by the Project Engineer and/or the Inspector of Public Works.

- A. How many years of experience in producing recycled asphalt concrete with a minimum of 50% recycled content under current organization? 13 Years

- B. Have you or your organization, or any officer or partner thereof, failed to complete a contract for a public agency?

WRITE YES OR NO NO

If so, indicate the name of each agency, dates and the circumstances.

- C. Have you or your company been denied an award of a public agency contract notwithstanding submission of the lowest responsive bid? WRITE YES OR NO NO

If so, as to each such denial, state the name of the public agency, the date of the denial, the title and number of the contract bid, and the grounds on which the public agency based the denial of award.

- D. Has your company been assessed liquidated damages by any public agency?

WRITE YES OR NO YES

If so, as to each assessment of liquidated damages, state the name of the public agency, the date of the assessment, the title and number of the contract, and the grounds on which the public agency based the assessment of liquidated damages.

Has your company ever been the subject of any inquiry by any public agency as to whether your company is a non-responsible bidder or non-responsible contractor? WRITE YES OR NO NO

If so, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

- F. Has your company ever been the subject of any inquiry by any public agency as to whether your company has made any false claim or other material misrepresentation? WRITE YES OR NO NO

If so, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

- G. Has your company made any false claim or misrepresentation in the submittal of any claim pertaining to any construction contractor with any public agency?

WRITE YES OR NO NO

If so, state all circumstances including the reason for submittal of false material.

- H. Is your company currently or has your company been a party to any claims against any public agency within the past 10 (ten) years? WRITE YES OR NO NO

If so, as to each claim, state the name of the public agency, the date of the claim(s), the grounds of the claim, the amount of such claim, the present status of each claim, the date of resolution of such claim if resolved, and the amount and method by which the claim was resolved.

Does your company have the ability to perform this contract in a timely, competent manner acceptable to the Board of Public Works having available and committed to the performance of this contract based on:

1-4b

1. Adequate financial resources? YES
WRITE YES OR NO
 2. Necessary licenses, organization, experience, accounting controls and operational controls?
WRITE YES OR NO YES
 3. Sufficient personnel with the necessary expertise and technical skills?
WRITE YES OR NO YES
 4. Necessary production, construction, and technical equipment and facilities?
WRITE YES OR NO YES
 5. Contracts or other binding arrangements with responsible subcontractors to do all work not to be performed by the prime bidder?
WRITE YES OR NO YES
Please explain all NO answers for Item "I"
- J. Does your company have a record of satisfactory performance on contracts for the life of your firm or the last five (5) years, whichever is less, and by your officers, directors and holders of 5% or more of their stock or equity, for the last five (5) years, based on:
1. No suspension or revocation of any relevant professional license, or significant fines or penalties, for failure to comply with substantive licensing requirements? WRITE YES OR NO NO
 2. No termination for default of any contract, or significant failure to perform timely or in accordance with the proposal, plans and/or specifications? WRITE YES OR NO NO
 3. No significant failure to comply with labor laws and regulations, including, but not limited to, laws pertaining to timely payment of wages, payment of prevailing wages, sexual harassment, child labor and timely payment of all obligations to subcontractors, vendors, suppliers and truckers? WRITE YES OR NO NO
 4. No significant disregard for the personal safety of employees, other personnel on construction sites, or the public (repeated or multiple failures to comply with safety rules, regulations, or requirements can be considered as significant)?
WRITE YES OR NO NO
- K. Does your company have a satisfactory record of integrity and business ethics for the life of the firm or the last (5) years, whichever is less, and by their officers, directors and holders of 5% or more of their stock or equity, for the last five (5) years, based on:
1. No conviction of a crime involving bidding upon or performance of a local, state or federal government contract? WRITE YES OR NO YES
 2. No conviction of a crime involving serious moral turpitude, a fundamental lack of integrity, or the knowing disregard of the law? WRITE YES OR NO YES
 3. The absence of repeated failures to demonstrate the required good faith efforts to satisfy the City of Los Angeles' subcontractor outreach program? WRITE YES OR NO YES
- Please explain all NO answers for Item "K."
- L. Does your company have a proven record of appropriate business ethics toward subcontractors, including, but not limited to, the following:
1. Demonstrated knowledge of and compliance with federal, state and City of Los Angeles laws and regulations pertaining to utilization of subcontractors and business practices toward subcontractors?

WRITE YES OR NO YES

2. Demonstrated commitment to practices of good faith and fair dealing toward subcontractors?
WRITE YES OR NO YES

3. Demonstrated record of satisfactory performance of contractual obligations owing to subcontractors, including timely payment? WRITE YES OR NO YES
Please explain all NO answers for Item "L."

- M. Has your company now, or in the past five (5) years, listed and/or utilized a subcontractor which had previously been declared to be non-responsible by the Board of Public Works of the City of Los Angeles or another governmental contract awarding authority?
WRITE YES OR NO NO

Please explain a YES answer to Item "M."

- N. Has your company, in the past five (5) years, failed to submit all required bonds and insurance documents upon notification of award of the contract by the Board of Public Works of the City of Los Angeles and in the time frame designated in the bid documents?
WRITE YES OR NO NO

Please explain a YES answer to Item "N."

- O. Has your company, in the past five (5) years, failed to submit request additional information by the date and time specified by staff after receipt of bids or proposals but prior to the award of the contract (request additional information is information requested by staff of the Board of Public Works of the City of Los Angeles. The additional information is that which staff found necessary in order for the Board of Public Works to render a recommendation or make a decision relative to the award of a contract)?
WRITE YES OR NO NO

Please explain a YES answer to Item "O."

- P. Has your company now or in the past five (5) years, listed and/or utilized a subcontractor which has previously been replaced on a City of Los Angeles contract, where the substitution was approved by the Board of Public Works based on at least one of the following reasons:

- 1). The subcontractor was found to be substantially unsatisfactory and not in substantial compliance with the plans and specifications of the contract? and/or
WRITE YES OR NO NO

2. The subcontractor was found to be substantially delaying or disrupting the progress of the contract work?
WRITE YES OR NO NO

Please explain a YES answer to Item "P."

- Q. Have you or any employees of your company discussed your intent to submit this bid, your bid pricing, or any other matters related to this bid with representatives of any other companies involved in similar work?
WRITE YES OR NO NO

If so, list the dates of any such conversations, the location, the parties involved and the details of the conversations.

- R. Please list all OSHA or CalOSHA investigations, citations or violations related to your company in the last 10 (ten) years. Within your answer include a description of the reason for the investigation, the facts of the matter and any determinations made by the relevant public agency.

- S. For any asphalt plant(s) that you would be using for this contract please provide copies of the most current SCAQMD permits and provide copies of any SCAQMD citations that have been issued on the plant in the last 10 (ten) years.

Has your company made any contributions to political campaigns, political action committees or candidates for public office in the City of Los Angeles?

WRITE YES OR NO NO.

If "Yes", please provide an attached list of the political entities the contribution was made, amount contributed (\$) and the date of contribution.

- U. Has your company paid a lobbyist to represent your company in regards to any matters involving the City of Los Angeles in the last 10 (ten) years? If so, please identify the company that you hired and describe the issues that they worked on and any City of Los Angeles representatives that were met with. **NO**
- v. Please list the majority holders of your company. If your company is a subsidiary of another company, then please indicate who the majority holder is of the parent company.
Daniel D. Sisemore and Betty L Sisemore Trust
- w. Please list any criminal investigations, charges and convictions for any principals in your company and for any principals in any of the parent companies within the last fifteen years. **NONE**

CITY OF LOS ANGELES
SIGNATURE AND AFFIDAVIT PAGE

1. COMPLETE CONTRACT

This entire bid and every item(s) thereof, shall become a contract upon its acceptance by the Board of Public Works on behalf of the City of Los Angeles. The complete contract shall consist of the Notice of Award, the Notice for Inviting Bids, the entire Invitation for Bid (including specifications), and all Attachments, Addenda, or any item(s) thereof, this signature and affidavit page, and, when required, insurance and bonds. A Notice of Award or Notice to Proceed will be furnished to the successful bidder identifying the item(s) or service(s) to be furnished under the contract.

2. MATERIALS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The bidder agrees, upon acceptance of this offer by the City, to furnish all the material(s) and service(s) herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the Contractor for the material(s) and/or service(s) in the manner described herein or as negotiated and agreed upon for any contract resulting from this bid.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATIONS

When alternative provisions are requested, or options are offered, the bidder will be notified as to which provision(s), or option(s), is being accepted at the same time that he is notified that he is the successful bidder.

5. DECLARATION OF NON-COLLUSION

That I/we have carefully read and examined the bid and specifications, and have abided by and agree to the conditions herein, and I/we hereby propose to furnish all material(s) or service(s) and do all work required in accordance with all plans and specifications, for unit price(s) or lump sum(s), as per the bid specifications. Furthermore, I/we have read and understand Ordinance No. 173677 of the "Determination of Contractor Responsibility Policy" of the City of Los Angeles and I/we understand my/our obligations under this policy as a bidder and as a subcontractor should this contract be awarded to my/our firm.

I/We declare that this bid is genuine, and neither sham or collusive, nor made in the interest or on behalf of any person not herein named, and that I/we have not, directly or indirectly, induced or solicited any other bidder(s) to put in a false or sham bid, or any other person, firm or corporation to refrain from bidding, and that I/we have not in any manner sought by collusion to secure for myself/ourselves an advantage over any other bidder.

Affiant further deposes and says that, prior to the public opening and reading of bids, the said bidder:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone to submit a false or sham bid, refrain from bidding or withdraw a bid;
- (c) Did not, directly or indirectly, seek by agreement, communication or conference to raise or fix any overhead, profit, bid price or associated cost element;
- (d) Did not, directly or indirectly, submit any bid price or breakdown created in the manner described above.

This bid is expressly made for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, express or implied, to any party other than the signatory parties. Any benefit derived from this bid by a third party is unintended and incidental to the purpose for which this bid is made.

EXECUTED AT: Corona

CA

4th

April

2016

Firm's Name: All American Asphalt

(951) 736-7600

Firm's Address: 400 E 6th St

Corona

CA

92879

Street

City


Initials Initials Initials

(a) INDIVIDUAL (Sign here if individual)

Address:

City

CO-PARTNERSHIP

Name of Co-partnership firm

Address:

State

1

Address:

2

Address:

(b) CORPORATION

All American Asphalt

Address: 400 E 6th St

Corona

CA

92879

Mark Luer, President

Title of Officer of Corporation

4/4/16

Michael Farkas, Secretary

Title of Officer of Corporation

4/4/16

Signature of Officer of Corporation

Date

Approved signatures methods for Corporations.

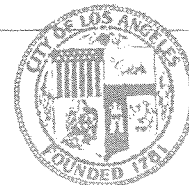
- a) Two Signatures: One by the Chairman of the Board of Directors, President or any Vice-President and One by the Secretary, Asst. Secretary, Chief Financial Officer or any Asst. Treasurer, or
- b) One signature by Corporate designated individual together with the properly attested resolution of the Board of Directors authorizing the person to sign.

(Affix Corporate Seal Here)

CONTRACT CANNOT BE ISSUED UNLESS THIS SIGNATURE PAGE AND AFFIDAVIT ARE PROPERLY COMPLETED

See attached California Jurat

(Bidder to have notarized)	In witness whereof the City of Los Angeles has caused this contract to be executed by the Board of Public Works of said City, and said, contractor has executed this contract the day and year written below.	Approved as to form on 6/6/2016 MICHAEL N. FEUER City Attorney	City Clerk Contract No. C-127608 Attest: HOLLY L. WOLCOTT City Clerk
County of _____ State of _____ Subscribed and sworn this _____ Day of _____, 20____	KEVIN JAMES President Board of Public Works 6-9-16	Ed [Signature]	By: [Signature] 6-10-16
(Notary Seal)			



CALIFORNIA JURAT**GOV CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before
me on this 4th day of April, 2016,
Date Month

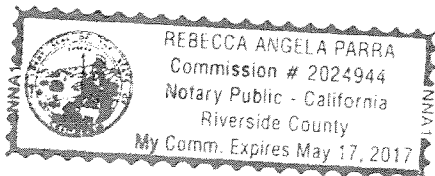
By (1) Mark Luer,
Name of Signer

Proved to me on the basis of satisfactory evidence
be the person who appeared before me (.) (.)

(and

(2) Michael Farkas,
Name of Signer

Proved to me on the basis of satisfactory evidence
be the person who appeared before me.)



Place Notary Seal Above

Signature

Rebecca Angela Parra
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove
valuable to person relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached DocumentTitle or Type of Document Signature & Affidavit PageDocument Date: 04/04/2016 Number of Pages: 2Signer(s) Other Than Named Above: None**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project Purchase of Asphalt Concrete Mixes for Ontario Airport DA 4814
Location of Project Ontario Airport
Project Description Purchase of Asphalt Concrete
Amount of the Contract \$1,500,000.00 Duration in Months 84
Awarding Agency City of Los Angeles Department of Airports
Awarding Agency Address PO Box 92216
City Los Angeles State CA Zip Code 90009
Awarding Agency Telephone Number (Include Area Code) 310-646-5252
Awarding Agency Project Liaison Charlene Haley
Project Liaison Telephone Number (Include Area Code) 909-975-5991

Name of Project Purchase of Asphalt Concrete Mixes for Ontario Airport DA-4225
Location of Project Ontario Airport
Project Description Purchase of Asphalt Concrete
Amount of the Contract \$575,000.00 Duration in Months 12
Awarding Agency City of Los Angeles Department of Airports
Awarding Agency Address PO Box 92216
City Los Angeles State CA Zip Code 90009
Awarding Agency Telephone Number (Include Area Code) 310-646-5252
Awarding Agency Project Liaison Charlene Haley

Name of Project Production of Recycled Asphalt Concrete (RAC) from Reclaimed Asphalt Pavement (RAP) C-102789
Location of Project Various Locations City of Los Angeles
Project Description Purchase of RAC
Amount of the Contract \$6,000,000.00 Duration in Months 60
Awarding Agency City of Los Angeles Department of Public Works Bureau Street Service
Awarding Agency Address 200 N Spring Street
City Los Angeles State CA Zip Code 90012
Awarding Agency Telephone Number (Include Area Code) 213-978-0261
Awarding Agency Project Liaison Dennis Rogers
Project Liaison Telephone Number (Include Area Code) 213-473-4459

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM

Bidders are required to complete the following reference information. This information will be reviewed as part of the bid package for determining the successful bidder. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Name of Employee Robert S. Schwartz Title Technical Services Manager
Years Experience 31 Current Licenses and/or Certifications BS Geological Sciences, Caltrans Certified
Other Pertinent Information NA

Name of Employee Daniel S. Stinson Title Asphalt Plants Manager
Years Experience 35 Current Licenses and/or Certifications NA
Other Pertinent Information NA

Name of Employee _____ Title _____
Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Name of Employee _____ Title _____
Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

Name of Employee _____ Title _____
Years Experience _____ Current Licenses and/or Certifications _____
Other Pertinent Information _____

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DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET SERVICES
INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my bid proposal to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with proposals for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: Mark Luer

Title: President

Signature: 

Date: 4/4/16

Firm's Name: All American Asphalt

Phone: 951-736-7600

Firm's Address: 400 E 6th St
Street

Corona
City

CA
State

92879
Zip

1-7

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

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

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

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City of Los Angeles Department of Public Works Bureau of Street Services	Pamela Ostrander	pamela.ostrander@lacity.org
City Department/Division Awarding Contract	City Contact Person	Phone
Bid # 26355 Production of Recycled Asphalt Concrete (RAC) from Reclaimed Asphalt Pavement (RAP) for Bureau of Street Services Zone 1 Maintenance Districts		April 5, 2016
City Bid or Contract Number and Project Title (if applicable)		Bid Date

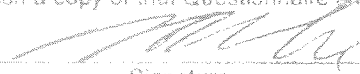
BIDDER/CONTRACTOR INFORMATION

All American Asphalt	267073
Bidder/Proposer Business Name	Contractor's License Number
400 E 6th St	Corona CA 92879
Street Address	City State Zip
Mark Luer, President	951-736-7600 951-739-4671
Contact Person, Title	Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

Mark Luer, President		4/4/16
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 12

B. BUSINESS ORGANIZATION/STRUCTURE

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

☒ **Corporation:** Date incorporated: 05 / 26 / 69 State of incorporation: California

List the corporation's current officers.

President: Mark Luer

Vice President: Edward J. Carlson

Secretary: Michael Farkas

Treasurer: Michael Farkas

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

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

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

7. Is your firm in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

☐ Yes ☒ No

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

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

☒ **Workers' Compensation Insurance Policy Currently in Effect**

☐ **Legally Self-Insured**

☐ **No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

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

YR. 1: 2015 EMR-1: .76 YR 2: 2014 EMR-2: .78 YR. 3: 2013 EMR-3: .91

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

☐ Yes ☒ No

If Yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

F. PERFORMANCE HISTORY

12. How many years has your firm been in business? 47 Years.

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

☒ Yes ☐ No

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

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

G. DISPUTES

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

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

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

☐ Yes ☒ No

19. Does your firm have any outstanding judgments pending against it?

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

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

CONSTRUCTION

I. BUSINESS INTEGRITY

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Mark Luer, President

Print Name, Title



Signature

4/4/16

Date

CONSTRUCTION

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page 2

* SEE ATTACHED *



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

267073

Corp

ALL AMERICAN ASPHALT

Contract Class: A C12



Expiration Date: 01/31/2018

www.cslb.ca.gov

ATTACHMENT B FOR SECTIONS D THROUGH I

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

Page 3

* SEE ATTACHED *



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

2000 7TH STREET, SUITE 200
FOLSOM, CA 95630
CONTACT: (916) 437-0300
WWW.AAASPHALT.COM

CITY OF LOS ANGELES CONTRACTS

AGENCY	CONTRACT	AMOUNT	START DATE	END DATE
City of Los Angeles Dept. of Public Works	Manhole Resetting Contract No.: C-101655	\$399,600.00	08/01/01	08/05/04
City of Los Angeles Dept. of Public Works	Production of RAC from RAP Contract No.: C-102789	\$6,000,000.00	03/25/02	03/22/06
City of Los Angeles Department of Airports	Purchase of Asphalt Concrete Mixes for Ontario Airport Contract DA-3832	\$555,000.00	03/31/04	03/22/06
City of Los Angeles Dept. of Public Works	Production of RAC from RAP Contract No.: C-115342	\$6,000,000.00	06/11/09	Ongoing
City of Los Angeles Dept. of Public Works	Manhole Resetting Contract No.: C-111758	\$2,290,190.00	07/09/07	02/2011
City of Los Angeles Department of Airports	Purchase of Asphalt Concrete Mixes for Ontario Airport Contract DA-4225	\$575,000.00	10/17/07	10/15/08
City of Los Angeles Department of Airports	Purchase of Asphalt Concrete Mixes for Ontario Airport Contract DA-4814	\$1,500,000.00	04/22/09	Ongoing



ALL AMERICAN ASPHALT
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671
P.O. BOX 2229, CORONA, CA 92878-2229
CONTRACTORS LICENSE #267073 AC12
DIR #1000001051

Request for Bid
Supplemental Answers Liquidated Damages

Answer:

Regarding the issue of liquidated damages, it has become the more prevalent practice of a few agencies to use the threat and assessment of liquidated damages in order to settle disputes regarding change orders, change in character of work, and time extensions. The use of liquidated damages has now become a negotiating tool rather than an assessment of project completion. Furthermore, in these tough economic conditions it seems that agencies are using excessive liquidated damages as a source of revenue. All American Asphalt has been assessed liquidated damages based on these circumstances on a few projects in the past five years. A more detailed list will be provided if requested.

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

California's Department of JusticeLOCAL ENTITIES

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

OTHERS

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

CITY OF LOS ANGELES

Contractor Responsibility Ordinance (CRO) - Pledge of Compliance

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

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

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

All American Asphalt 400 E 6th St, Corona, CA 92789 951-736-7600

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Mark Luer, President

Print Name and Title of Officer or Authorized Representative

City of Los Angeles Department of Public Works Bureau of Street Services Bid # 26355

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

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LOS ANGELES MUNICIPAL LOBBYING ORDINANCE

Any bidder for a contract, as defined under the Contract Responsibility Program provided for the Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying Entity under the Ordinance.

All Bidders must fill out and submit with your bid the "Bidder Certification CEC Form 50" (pages 1-10b to 1-10c) and "Prohibited Contributions (Bidders) CEC Form 55" (pages 1-11a to 1-11c). A copy of the Los Angeles Municipal Lobbying Ordinance has been provided in Part IV, pages 7-1 to 7-28 of this document.

1 100

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☐ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

26355

Awarding Authority (Department):

Department of Public Works Bureau of Street Services

Name of Bidder:

All American Asphalt

Phone:

951-736-7600

Address:

400 E 6th Street, Corona, CA 92879

Email:

publicworks@allamericanasphalt.com

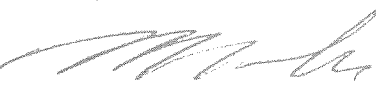
CERTIFICATION

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

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

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

Date: 4/4/16

Signature: 

Name: Mark Luer

Title: President

Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

- (i) "Public lease or license".

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

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City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 107
(213) 578-1860

Prohibited Contributors (Bidders)

CEC Form 55

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

☐ Original filing ☐ Amended filing (original signed on _____ last amendment signed on _____)

Bid/Contract/DAVN Number (or other identifying information if no number)
26355

Date Bid Submitted:
4-5-2016

Description of Contract:
Purchase of Asphalt Contract

Awarding Authority (Department):
Department of Public Works Bureau of Street Services

BIDDER

Name: All American Asphalt

Address: 400 E 6th St. Corona CA 92879

Email (optional): publicworks@allamericanasphalt.com Phone: 951-736-7600

State Contractor ID: 267073

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

PRINCIPALS

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

Name: Mark Luer Title: President

Address: 400 E 6th St. Corona, CA 92879

Name: Edward J. Carlson Title: Vice President

Address: 400 E 6th St. Corona CA 92879

Name: Michael Farkas Title: Secretary

Address: 400 E 6th St. Corona, CA 92879

Name: _____ Title: _____

Address: _____

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

L. M. A.



City Ethics Commission
200 N Spring Street
City Hall -- 24th Floor
Los Angeles, CA 90012
Mail Stop 122
(213) 978-1860

Prohibited Contributors (Bidders)

CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

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

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

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

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

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

CERTIFICATION

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

Date: 4/4/16

Signature: _____

Name: Mark Luer

Title: President

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

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This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that All American Asphalt will:
Name of Business

1. Fully comply with all applicable state and federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Corona, Riverside, California
City/County/State

Date 4/4/16

All American Asphalt 400 E 6th St, Corona, CA 92879
Name of Business Address

 Mark Luer

President 951-736-7600
Title Telephone Number

(rev. 01/11 (PSC-10/03))

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SECURITY GUARD SERVICES

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer permits from the LAPD. (L.A.M.C. Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felon conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Dept of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

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Equal Benefits Ordinance

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at www.labavn.org prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the City's LABAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

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Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers shall complete and upload the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) residing at www.labavn.org prior to award of a City contract.

Bidders/Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>

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Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Pages 10-1 to 10-3; 11-1 to 11-2; and 12-1 to 12-7 for the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWC List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the ordinance.

LWO/SCWRO RFB/RFP/RFQ Language (Rev 08/12)

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LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. The following exemptions do not require OCC approval or any Contractor Certification: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13). No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)).** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child

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Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL

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LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:	
1. Company Name: All American Asphalt	Company Phone Number: 951-735-7600
2. Company Address: 400 E 5th St., Corona, CA 92675	
3. Awarding Department: City of Los Angeles Department of Public Works Bureau of Street Services	
4. Project Name: Production of Recycled Asphalt Concrete (RAC) from Reclaimed Asphalt Pavement (RAP) for Bureau of Street Services Zone 1 Maintenance Districts	
IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

As of July 1, 2013 a wage of at least \$10.91 per hour with health benefits of \$1.25 per hour, or \$12.16 per hour without health benefits (to be adjusted annually) (Regulation #4);

At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);

At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and

Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.

Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:		
1. Company Name:	Company Phone Number:	
2. Company Address:		
3. Type of Service Provided by Subcontractor to Prime:		
4. Amount of Subcontract:	Subcontract Start Date: / /	End Date: / /
By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.		
Print Name of Person Completing This Form	Signature of Person Completing This Form	
Title	Phone #	Date

Form OCC/LW-5, Rev. 6/13

No Subcontractors on this Job.

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 647-2625

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LWO - EMPLOYEE INFORMATION FORM

CITY OF LOS ANGELES - PUBLIC WORKS CONTRACT ADMINISTRATION

This form is to be submitted to the AWARDING DEPARTMENT within 10 DAYS of contract award.

As of July 1, 2013 a wage of at least \$10.91 per hour with health benefits of \$1.25 per hour, or \$12.16 per hour without health benefits (to be adjusted annually) (Regulation #4);

At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and

At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.

Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: All American Asphalt Email Address: publicworks@allamericanasphalt.com
2. STATE the number of employees working ON THIS CITY CONTRACT: To be provided upon award of Contract
3. **ATTACH a copy of your company's 1st PAYROLL under THIS CITY CONTRACT. To be provided upon award of contract
4. **INDICATE (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT To be provided upon award of contract
5. **Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☒ Yes ☐ No
If YES, STATE how much, if any, employees pay for co-premiums: \$

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.



I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Mark Luer

Print Name of Person Completing This Form

Signature of Person Completing This Form

President

951-736-7600

4/4/2016

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: All American Asphalt	Phone Number: 951-736-7600
2. Company Address: 400 E 6th St, Corona, CA 92879	
3. Are you a Subcontractor? ☐ Yes ☒ No If YES, state the name of your Prime Contractor:	
4. Type of Service Provided:	
NON-COVERAGE INFORMATION:	
TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
☐ Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
☐ Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Mark Luer	
Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form
President	951-736-7600
Title	Phone #
	Date
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept:	Dept Contact:
Contact Phone:	Contract #:
OCC USE ONLY:	
Approved / Not Approved - Reason:	Date:
By OCC Analyst:	

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REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

1. Company Name: All American Asphalt Contact Person: Mark Luer, President Phone Number: 951-736-7600
2. Do you have subcontractors working on this City contract? ☐ Yes ☒ No
If NO, This form is now complete - SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDED DEPARTMENT
If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT:
b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A

PART B

CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE), THEN CONTINUE ONTO SECTION III.

I 501 (c)(3)¹ II One Person Contractor² III CBA³ IV Community License⁴ V Small Business⁵ VI Gov. entity⁶

1. Subcontractor Name:
2. Contact Person: Phone #:
3. Address:
4. Purpose of Subcontract:
5. Amount of Subcontract: \$
6. Term: Start Date End Date
7. Does the subcontract exceed \$25,000? ☐ Yes ☒ No
8. Is the length of the subcontract at least three (3) months? ☐ Yes ☒ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.

If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.

1. Subcontractor Name:
2. Contact Person: Phone #:
3. Address:
4. Purpose of Subcontract:
5. Amount of Subcontract: \$
6. Term: Start Date End Date
7. Does the subcontract exceed \$25,000? ☐ Yes ☒ No
8. Is the length of the subcontract at least three (3) months? ☐ Yes ☒ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.

If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.

1. Subcontractor Name:
2. Contact Person: Phone #:
3. Address:
4. Purpose of Subcontract:
5. Amount of Subcontract: \$
6. Term: Start Date End Date
7. Does the subcontract exceed \$25,000? ☐ Yes ☒ No
8. Is the length of the subcontract at least three (3) months? ☐ Yes ☒ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.

If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.

No Subcontractors on this Job.

SECTION II: SUBCONTRACTOR INFORMATION (continued)

PART A

PART B

CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:

I 501 (c)(3)	II One- Person Contractor	III CBA	IV Occupational License	V Small Business	VI Gov. entity
☐	☐	☐	☐	☐	☐
☐	☐	☐	☐	☐	☐

1. Subcontractor Name: _____
 2. Contact Person: _____ Phone #: _____
 3. Address: _____
 4. Purpose of Subcontract: _____
 5. Amount of Subcontract: \$ _____
 6. Term: Start Date _____ End Date _____
 7. Does the subcontract exceed \$25,000? ☐ Yes ☐ No
 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.

If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.

1. Subcontractor Name: _____
 2. Contact Person: _____ Phone #: _____
 3. Address: _____
 4. Purpose of Subcontract: _____
 5. Amount of Subcontract: \$ _____
 6. Term: Start Date _____ End Date _____
 7. Does the subcontract exceed \$25,000? ☐ Yes ☐ No
 8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.

If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO.

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

- 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.
- 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nid=ee&nxt=body=div_occ_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nid=ee&nxt=body=div_occ_lwo_forms.cfm
Small Business	LW 28 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nid=ee&nxt=body=div_occ_lwo_forms.cfm
Governmental Entity	NONE REQUIRED.

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

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- 1) Employee Information Form LW 6 - http://bca.lacity.org/index.cfm?nid=ee&nxt=body=div_occ_lwo_forms.cfm
 2) Subcontractor Information Form LW 18 - http://bca.lacity.org/index.cfm?nid=ee&nxt=body=div_occ_lwo_forms.cfm
 3) Subcontractor Declaration of Compliance Form (retain) LW 5 - http://bca.lacity.org/index.cfm?nid=ee&nxt=body=div_occ_lwo_forms.cfm

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Mark Luer

Print Name of Person Completing This Form

President

Title

951-736-7600

Phone #

Signature of Person Completing This Form

4/4/2015

Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
- (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license – LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i): A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

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(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

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First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to Page 13-1, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) at www.labavn.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the City's LABAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacounty.org>

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LOS ANGELES RESIDENCE INFORMATION

The City Council is in recognition of the importance of preserving and enhancing the economic base and well-being of the City through businesses, public and/or private, within the City of Los Angeles. This is important because of the jobs businesses generate and the businesses taxes they remit. The City Council, January 11, 1994, adopted a motion that requires bidders to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: All American Asphalt

I. Corporate or Main Office Address:

400 E 6th St

Corona, CA 92879

II. Total Number of Employees in the Organization: 700

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

4 Percentage Residing in the City: 0.5%

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

Asphalt Plant

11549 Bradley

San Fernando, CA 91331

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within the

City: b Percentage Residing in the City: 17%

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BID BOND

(Not necessary when certified check or cashier's check accompanies bid)

We, the principal and undersigned Surety, acknowledge ourselves jointly and severally bound to the Department of Public Works of the City of Los Angeles, for an amount not less than ten percent (10%) of the total bid, to be paid to said Department if the proposal shall be accepted and the proposed contract awarded to the principal, and the principal shall fail to execute the contract within the time specified by the general instructions in the proposal; and to furnish the required faithful performance and labor and material bonds, within the time specified. It is hereby agreed that bid errors shall not constitute a defense to forfeiture, except as provided by the State of California Public Contracting Code Sections 5101 through 5105, or as they may be amended.

WITNESS our hands this 21st day of March, 2016

All American Asphalt

By: Mark Luere, President
Print Name of Owner or President of Corporation/Company

Fidelity and Deposit Company of Maryland

Print Surety's Name

1 [Signature]
Signature

777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

Mailing Address

Mark Luere, President
Title

By: Rebecca Haas-Bates
Print Name

4/4/16
Date

[Signature]
Signature

2. [Signature]
Second Signature

Attorney-in-Fact
Title

Michael Farkas, Secretary
Second Signature Title

Title

4/4/16
Second Signature Date

Title

NOTE: SIGNATURE OF THE AUTHORIZED AGENT OF THE SURETY MUST BE WITNESSED BY A NOTARY. If a bid bond is submitted on a form other than this form, the bid bond may not be acceptable. See Note 9 in the General Instructions and Information for Bidders of this proposal for more information.

07/03/06

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

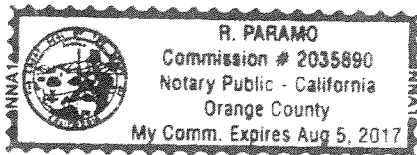
On 03/21/2016 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 03/21/2016
Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer Is Representing: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies.
this 21st day of March, 2016.



Michael Bond, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

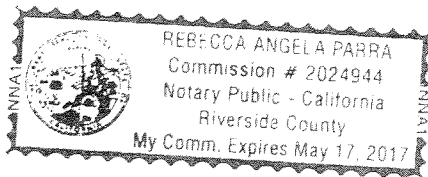
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On 04/04/2016 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Mark Luer and Michael Farkas
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

Document Date: 03/21/2016 Number of Pages: One (1)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Luer

☐ Individual

X Corporate Officer — Title(s): President

☐ Partner ☐ Limited ☐ General

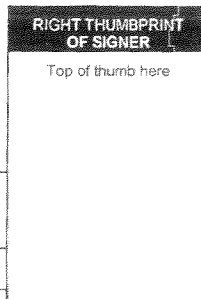
☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt



Signer's Name: Michael Farkas

☐ Individual

X Corporate Officer — Title(s): Secretary

☐ Partner ☐ Limited ☐ General

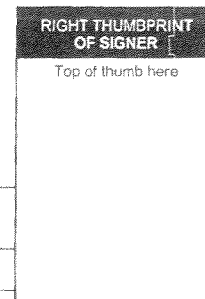
☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt



PART 4

Print and submit Part I & II pages one-sided only

Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Construction)

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.6.2, Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.3, Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload the Non-Discrimination/Equal Employment Practices Certification (two (2) pages), available on the City of Los Angeles' Business Assistance Virtual Network (LABAVN) at www.labavn.org, no later than the time when an individual Bid/Proposal is submitted. However, Bidders/Proposers with Certifications previously uploaded to LABAVN within the last three years do not need to re-submit the document.

Construction projects with the City of Los Angeles for which the consideration is \$5,000 or more shall comply with the provisions of Los Angeles Administrative Code Section 10.8.4 and 10.13, herewith referred to as the Affirmative Action Program. Bidders/Proposers are required to complete the City of Los Angeles Affirmative Action Plan (two (2) pages) and upload it to the LABAVN no later than the time when an individual Bid/Proposal is submitted. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading it onto the LABAVN. Bidders/Proposers with Affirmative Action Plans previously uploaded to the LABAVN during the last year do not need to re-submit the document.

Additionally, Bidders/Proposers must complete and submit with their bid, the "Anticipated Employment Utilization Report" on page 2-2 of this Bid Proposal, to effectuate the requirements of Los Angeles Administrative Code Section 10.13. The form can also be downloaded from the Bureau of Contract Administration web page at <http://bca.lacity.org>.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification, Affirmative Action Plan, and the Anticipated Employment Utilization Report to the successful Bidder/Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s), Affirmative Action Plan(s), and Anticipated Employment Utilization Report(s) shall be retained by the successful Bidder/Proposer and shall be made available to the Office of Contract Compliance upon request.

The City of Los Angeles Affirmative Action Plan Affidavit shall be valid for a period of twelve (12) months from the date it is first uploaded onto the City's LABAVN. The Non-Discrimination/Equal Employment Practices Certification shall be valid for a period of thirty-six months (36) from the date it is first uploaded onto the City's LABAVN.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>

ND/EEP/AA RFB/RFP/RFQ Language (Rev 05/15) 10.29.15 RAC RAP

2-1

ANNUAL - EMPLOYMENT UTILIZATION REPORT

PRIME SUB Contractor All American Asphalt Project Title Production of RAC OCC File # _____
 Contractor Address 400 E 5th St City: Corona State: CA E-mail: publicworks@allamericanasphalt.com

CONSTRUCTION PROJECTS FOR WHICH THE CONSIDERATION IS \$5,000 OR MORE

As part of the Affirmative Action Plan your company must set forth anticipated minority, woman, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of STAFF HOURS.

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

(L.A. County Only)

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
CRAFT																							
Brick Mason				3									5			8			37			8	0
Carpenters																							
Concrete Finishers				113	1								6	1		124	2		95	50		127	0
Construction Laborers	1	6		156	31	2	5			3	1		51	12		216	50		76	76		266	0
Electricians																							
Operator Engineers	3	1		106	6	2	4						126	18		239	85		47	28		262	2
Painters																							
Plasterers, Stucco Masons	0																						
Plumbers, Pipefitters																							
Sheet Metal Workers																							
Iron & Steel Workers																							
Roofers																							
Clerical	2			58						1			105			166			36			165	61
Supervisory				3									15			18			20			15	3
TOTAL	7	7		439	38		9			9	1		309	31									

Employment statistics were obtained from:

Available Records Visual Check Other (Specify)

Prepared by: _____

Title: Mark Lopez President

Date: 4/4/16

AAEP-2 Form (6/11)



ALL AMERICAN ASPHALT ALL AMERICAN AGGREGATES

2000 EAST 10TH AVENUE, SUITE 100
DENVER, CO 80202-3400
303.733.1111
WWW.AAASPHALT.COM

ALL AMERICAN ASPHALT

CAL OSHA CITATION HISTORY

1/2010 THRU 12/2015

Below you will find the history of citations issued to us by Cal OSHA. You may go to the following link to see the citations list issued by Cal OSHA.

<http://www.osha.gov/pls/imis/establishment.html>

2012 thru 2015 - None

March 2011

General – Unguarded slurry box. Corrective action: Slurry box guarded.

March 2010

Two Citations – Both General. Both citations were for no hand washing facilities. Corrective action: Hand washing facilities are located at the jobsites.

February 2010

General – Jobsite foreman did not have his written safety program in the truck. Corrective action – Re-issued company safety program at next foremen's safety meeting.

There have been no serious citations issued at All American