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CALIFORNIA

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BOARD OF PUBLIC WORKS

ETJ KNIGHT
ACTING EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
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http://bpw.lacity.org

September 29, 2026

BPW-2026-0470

The Honorable City Council
Room No. 395
City Hall

REQUEST FOR AUTHORITY – USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

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. APPORVE the request that the Board of Public Works be authorized to execute the revised Personal Services Contracts with USA Waste of California, Inc. dba Waste Management; Arakelian Enterprises, Inc. dba Athens Services; California Waste Services, LLC, and Cordova Rentals, Inc. dba Cordova Construction Services for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris with a revised term of five years with one five-year renewal option; and

2. EXECUTE the contracts, by the President or two members of the Board of Public Works.

(W.O.: M0010011)

Sincerely,

TJ KNIGHT,
Acting Executive Officer, Board of Public Works

TK:lc

TRANSMITTAL

TO	DATE
Department of Public Works – Bureau of Street Services	09/28/2026

FROM
The Mayor

REQUEST FOR AUTHORITY – PERSONAL SERVICE CONTRACTS – RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS

Approved, ED3 waived, and transmitted for further processing.



MAYOR
(Mitch Kamin for)

BOARD OF PUBLIC WORKS
MEMBERS

STEVE S. KANG
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

FAITH I. MITCHELL
COMMISSIONER

ERNESTO CARDENAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

TJ KNIGHT
ACTING EXECUTIVE OFFICER

200 NORTH SPRING STREET
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LOS ANGELES, CA 90012

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http://bpw.lacity.org

September 9, 2026

BPW-2026-0470

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

REQUEST FOR AUTHORITY – PERSONAL SERVICE CONTRACTS – RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS

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

1. AUTHORIZE to execute the revised Personal Services Contracts with USA Waste of California, Inc. dba Waste Management; Arakelian Enterprises, Inc. dba Athens Services; California Waste Services, LLC, and Cordova Rentals, Inc. dba Cordova Construction Services for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris with a revised term of five years with one five-year renewal option; and

2. EXECUTE the contracts, by the President or two members of the Board.

(W.O.: M0010011)

Fiscal Impact: The combined estimated annual usage across all four contracts varies annually but could be up to $14 million. Sufficient funds for FY 2025-26 are available within Fund 100, Department 86, Account 003040 entitled Contractual Services.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, future funds and appropriations will be determined by the Director and General Manager of StreetsLA.

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

Sincerely,

TJ KNIGHT,
Acting Executive Officer, Board of Public Works

TK:lc

BPW-2026-0470

DEPARTMENT OF PUBLIC WORKS

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

BUREAU OF STREET SERVICES
REPORT NO.2
DATE: September 9, 2026

AND REFERRED TO THE MAYOR

SEP 09 2026

AND REFERRED TO THE CITY COUNCIL

CD: ALL

Executive Officer
Board of Public Works

AUTHORITY TO AWARD AND EXECUTE REVISED CONTRACTS WITH USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT; ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES; CALIFORNIA WASTE SERVICES, LLC; AND CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES FOR THE RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS (W.O. # M0010011)

RECOMMENDATIONS

That the Board of Public Works (Board):

1. **APPROVE** and **FORWARD** this report with transmittals to the Mayor and City Council, with the request that the Board of Public Works be authorized to execute the revised Personal Services Contracts (PSC) with USA Waste of California, Inc. dba Waste Management (WM); Arakelian Enterprises, Inc. dba Athens Services (Athens); California Waste Services, LLC (CWS), and Cordova Rentals, Inc. dba Cordova Construction Services (CCS) for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition (C&D) Debris, Bulky Items, White Goods, and Mixed Debris with a revised term of five (5) years with one (1) five-year renewal option; and

2. **EXECUTE** the contracts, by the President or two members of the Board, upon Mayor and City Council authorization.

TRANSMITTALS

1. Board Report adopted June 24, 2026, authorizing StreetsLA to award and execute contracts with USA Waste of California, Inc. dba Waste Management, Arakelian Enterprises, Inc. dba Athens Services, California Waste Services, LLC, and Cordova Rentals, Inc. dba Cordova Construction Services for Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition (C&D) Debris, Bulky Items, White Goods, and Mixed Debris.

2. Proposed PSC with USA Waste of California, Inc. dba Waste Management.

3. Proposed PSC with Arakelian Enterprises, Inc. dba Athens Services.

4. Proposed PSC with California Waste Services, LLC.

5. Proposed PSC with Cordova Rentals, Inc. dba Cordova Construction Services.

DISCUSSION

Background
On June 24, 2026, the Board authorized StreetsLA to award and execute contracts with USA Waste of California, Inc. dba Waste Management, Arakelian Enterprises, Inc. dba Athens Services, California Waste Services, LLC, and Cordova Rentals, Inc. dba Cordova Construction Services for the Recycling and/or Disposal of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition (C&D) Debris, Bulky Items, White Goods, and Mixed Debris (Transmittal No. 1). The Board-authorized contracts included the following terms:

1. Base term: five (5) years
2. Renewals: two (2) 5-year options
3. Extension: up to six (6) months
4. Effective: January 1, 2026
5. Cost ceiling: $14 million for each contract

During the Executive Directive 3 (ED3) review process, the Mayor's Office recommended two specific modifications to the contract terms:

1. Renewals: Limit each contract to a single five-year renewal option.
2. Extension: Eliminate the optional six-month extension on all four contracts.

All other previously approved contract terms shall remain unchanged.

Therefore, Section 3.1 (Term of Contract and Time of Effectiveness) of each of the four contracts (Transmittal Nos. 2, 3, 4, and 5) that were approved by the Board on June 24, 2026 have been revised, as recommended by the Mayor's Office. We respectfully request the Board authorize StreetsLA to award and execute the revised contracts.

(Signature Page to Follow)

SIGNATURE PAGE

Respectfully Submitted,

Stephanie Clements for

KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services

KM/SHC:dk/dc

Questions regarding this report may be referred to:
Martha Yniguez, Sr. Management Analyst I
213-543-9282
martha.yniguez@lacity.org

DEPARTMENT OF PUBLIC WORKS

SUBJECT TO THE CONDITIONS CONTAINED IN THE REPORT

BPW-2026-0322
ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

JUN 24 2026
AND REFERRED TO THE MAYOR

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

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: June 24, 2026

CD: ALL

AUTHORITY TO AWARD AND EXECUTE CONTRACTS WITH USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT; ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES; CALIFORNIA WASTE SERVICES, LLC; AND CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES FOR THE RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS (W.O. # M0010011)

RECOMMENDATIONS

That the Board of Public Works (Board):

1. **APPROVE** and **FORWARD** this report with transmittals to the Mayor and City Council, with the request that the Board of Public Works be authorized to execute Personal Services Contracts (PSC) with USA Waste of California, Inc. dba Waste Management (WM); Arakelian Enterprises, Inc. dba Athens Services (Athens); California Waste Services, LLC (CWS), and Cordova Rentals, Inc. dba Cordova Construction Services (CCS) for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition (C&D) Debris, Bulky Items, White Goods, and Mixed Debris. The term of the proposed agreements shall be for five (5) years with two (2) five-year renewal options and an optional extension up to a maximum of six (6) months. The as-needed contract ceiling has been established at up to $14 million per year across all four contracts.

2. **EXECUTE** the contracts, by the President or two members of the Board, upon Mayor and City Council authorization.

TRANSMITTALS

1. Board Report adopted September 3, 2025, authorizing StreetsLA to release a Request for Proposal (RFP) and negotiate a contract(s) for the referenced project (BPW-2025-0544).

2. Approved Business Inclusion Waiver dated July 17, 2024.

3. City Administrative Officer (CAO) Form 704, Notice of Intent to Contract, submitted November 27, 2023.

4. Personnel's 1022 Determination Response dated August 22, 2024.

5. Proposed PSC with USA Waste of California, Inc. dba Waste Management.

6. Proposed PSC with Arakelian Enterprises, Inc. dba Athens Services.

7. Proposed PSC with California Waste Services, LLC.

8. Proposed PSC with Cordova Rentals, Inc. dba Cordova Construction Services.

DISCUSSION

Background

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle, and compost solid waste debris.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof. While most inert asphalt debris generated by the CITY are recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inert materials that cannot be recycled at the asphalt plants. Additionally, StreetsLA may collect other recyclable debris and/or waste debris at project locations that require proper handling and/or disposal.

Request for Proposals (RFP)

On September 3, 2025, the Board authorized StreetsLA to release a RFP for the Recycling and/or Disposal of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition (C&D) Debris, Bulky Items, White Goods, and Mixed Debris (Transmittal No. 1). On September 4, 2025, the RFP was posted on the Regional Alliance Marketplace for Procurement (RAMP) at https://www.rampla.org. Before the due date of the proposal, a proposer requested a two-week extension in order to prepare a complete proposal. On October 1, 2025, a one-week extension was granted to all proposers, moving the due date of proposals from October 15, 2025 to October 22, 2025.

StreetsLA received a total of four (4) proposals in response to the RFP by the October 22, 2025 deadline. Proposals were received from WM, Athens, CWS, and CCS.

Proposal Evaluation and Selection Process

An Evaluation Committee (Committee) was formed consisting of six (6) representatives from various divisions within StreetsLA that would utilize recycling and disposal services

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: June 24, 2026

CD: ALL

in the normal course of operations.

The Committee reviewed, evaluated, and assigned a score based on the criteria outlined in the RFP (RAMP ID# 215857) and summarized in Table 1 below:

Table 1: Evaluation Criteria

Evaluation Criteria	Maximum Points
1. Price	40
2. Location of Site(s)/Facility(ies)	10
3. Previous Related Experience	20
4. Past Performance Record with Government Agencies	15
5. Responsiveness to RFP	15
Total Score	**100**
Local Business Preference (LBP)*	12
Total Score after applying the LBP	**0-112**

In Table 2 below, the average scores of each proposer are listed. Two (2) proposers received additional points under the LBP Program. CCS received a lower score than the other proposers because StreetsLA has not contracted with CCS previously and CCS only has one location. However, StreetsLA is recommending awarding a contract to CCS because the City is committed to providing opportunities to small and local businesses, and StreetsLA wants to have access to as many disposal facilities as possible. Also, CCS is a certified Minority Business Enterprise. CCS is located in Council District 7 and has a total of 60 employees, 100 percent of which reside within the City. If the Board authorizes StreetsLA to award a contract to CCS, it will be CCS's first contract award from the City.

Table 2: Average Points for All Proposers

Proposer	LBP Points	Average Points	Total Score
USA Waste of California, Inc dba Waste Management (WM)	0	80.3	92.3
Arakelian Enterprises, Inc dba Athens Services (Athens)	6	76.0	82.0
California Waste Services, LLC (CWS)	6	74.7	80.7
Cordova Rentals, Inc dba Cordova Construction Services (CCS)	0	59.7	59.7

Based on the criteria in Table 1 and the results in Table 2, the Committee determined that all four (4) proposals were reasonable and met the requirements set forth in the RFP. StreetsLA recommends that contracts be awarded to all four (4) proposers: WM, Athens,

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: June 24, 2026

CD: ALL

CWS, and CCS.

Local Business Preference Program
Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant a six percent (6%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of ten percent (10%). The City shall grant a ten percent (10%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%). Additionally, all non-LBE/CBE Proposers may be granted an additional percentage, up to a total of five percent (5%), of the total possible evaluation points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB and/or LTE subcontractor. Staff verified that two proposers, Athens and CWS, were certified as a Local Business Enterprise (LBE) and were awarded an additional 6 points. Pursuant to the LBP Program, the certifications were verified by the Bureau of Contract Administration (BCA) - Office of Contract Compliance (OCC).

Business Inclusion Program (BIP)
On July 17, 2024, the CAO approved a waiver for BIP Outreach Requirements for this RFP due to the absence of subcontracting opportunities on this project. The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of City contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities and consequently the BIP Outreach requirements were waived by the Mayor's Office on July 17, 2024 (Transmittal No. 2). However, PROPOSERS were encouraged to solicit and utilize subcontractors in the event that any subcontracting opportunities do arise.

Notification of Intent to Contract
The Notification of Intent to Contract was filed with the CAO on November 27, 2023

DEPARTMENT OF PUBLIC WORKS

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BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: June 24, 2026

CD: ALL

(Transmittal No. 3).

Charter Section 1022
A Charter Section 1022 determination is not required because the City does not own or operate recycling and disposal sites/facilities to process these types of debris. City personnel shall only be delivering the debris to the vendors for processing (Transmittal No. 4).

Term of Contract(s)
The contract term for all four (4) contracts shall be for five (5) years with two (2) five-year renewal options, and an optional extension up to a maximum of six (6) months. The four (4) contracts also include a ratification clause in case services are rendered prior to contact execution date.

Compliance with the City's Policies
All Contractors participating in this program are subject to compliance with the following City of Los Angeles' Ordinances and Policies:

- Non-Discrimination, Equal Employment Practices, and Affirmative Action Program Provisions
- Equal Benefits Ordinance
- First Source Hiring Ordinance
- Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance
- Living Wage Ordinance
- Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Disclosure of Border Wall Contracting Ordinance

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code (LAAC), City personnel responsible for the quality control of the contracts shall submit Contractor Performance Evaluation Reports to the Department of Public Works, BCA upon its completion.

Contractor Responsibility Ordinance
All contractors participating in the program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance (Article 14, Chapter 1, Division 10, LAAC). Failure of any contractor to comply with all requirements specified in the Ordinance will render their contract subject to termination

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: June 24, 2026

CD: ALL

pursuant to the conditions expressed therein.

Headquarters Address and Workforce Information
WM is headquartered at 9081 Tujunga Avenue, Sun Valley, CA 91352. WM has 132 out of 204 employees living within the City of Los Angeles.

Athens is headquartered at 14048 Valley Boulevard, City of Industry, CA 91746. Athens has 418 out of 897 employees living within the City of Los Angeles.

CWS is headquartered at 621 West 152nd Street, Gardena, CA 90247. CWS has 137 out of 250 employees living within the City of Los Angeles.

CCS is headquartered at 12506 Montague Street, Pacoima, CA 91331. CCS has 60 out of 60 employees living within the City of Los Angeles.

Contract Administration
The responsibility for the administration of these contracts will be with the StreetsLA Street Renewal Division.

City Attorney Review
The proposed contracts have been reviewed and approved by the City Attorney's Office.

STATUS OF FUNDING

The combined estimated annual usage across all four (4) contracts varies annually but could be up to $14 million. Sufficient funds for FY 2025-26 are available within Fund 100, Department 86, Account 003040 entitled Contractual Services.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, future funds and appropriations will be determined by the Director and General Manager of StreetsLA.

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

(Signature Page to Follow)

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: June 24, 2026

CD: ALL

SIGNATURE PAGE

Respectfully Submitted,

Stephanie Clements for
KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED AND APPROVED BY:

Lynda McGlinchey (May 29, 2026 11:39:06 PDT)
LYNDA MCGLINCHEY
Compliance Program Manager II
Bureau of Contract Administration

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

APPROVED AS TO FUNDS:

MIGUEL DE LA PEÑA
Director
Office of Accounting

Date: 5/13/2026
Fund 100, Dept.86, Appr. 003040, $14,000,000

KM/SHC:my/dc

Questions regarding this report may be referred to:
Martha Yniguez, Sr. Management Analyst I
213-543-9282
martha.yniguez@lacity.org

DEPARTMENT OF PUBLIC WORKS

BUREAU OF STREET SERVICES
BUREAU OF CONTRACT ADMINISTRATION
JOINT REPORT NO.1
DATE: September 3, 2025

COUNCIL DISTRICT: ALL

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

SEP 03 2025

Executive Officer
Board of Public Works

AUTHORITY TO RELEASE A REQUEST FOR PROPOSALS FOR THE RECYCLING AND/OR DISPOSAL OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS GENERATED BY THE BUREAU OF STREET SERVICES CITYWIDE OPERATIONS

RECOMMENDATIONS

That the Board of Public Works (Board):

1. AUTHORIZE the Bureau of Street Services (StreetsLA) to distribute and advertise the attached Request for Proposals (RFP) for Recycling and/or Disposal of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition (C&D) Debris, Bulky Items, White Goods, and Mixed Debris;

2. AUTHORIZE StreetsLA to review the proposals and select vendor(s);

3. AUTHORIZE StreetsLA to negotiate contracts with the most qualified proposers; and

4. INSTRUCT StreetsLA to return to the Board with recommendations to award and execute contracts with the selected vendor(s).

TRANSMITTALS

1. Request for Proposals (RFP) for the Recycling and/or Disposal of Clean and Mixed Inert Debris, Clean and Mixed C&D, Bulky Items, White Goods, and Mixed Debris.

2. Waiver of the Business Inclusion Program approval from the Office of the City Administrative Officer dated July 17, 2024.

3. CAO Form 704, Notification of Intent to Contract, submitted November 27, 2023.

4. Personnel's 1022 Determination Response dated August 22, 2024.

DISCUSSION

Background

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

The majority of solid waste produced by StreetsLA consists of inert debris, which primarily includes asphalt pavement, concrete, dirt, sand, and may include rebar and/or wire mesh, and/or a combination of these debris. These debris are typically recycled into new asphalt by the City and its contracted suppliers. Debris not recycled by the City or its vendors are sent to private facilities for proper and legal disposal, reuse, and/or recycling.

StreetsLA also collects mixed debris from street sweepings and other types of debris, such as household furniture, appliances, and construction debris, which must be removed from the public right-of-way in order to perform work.

Currently, StreetsLA has five active contracts with various vendors across the City to provide these recycling and disposal services. These contracts are due to expire on December 31, 2025. As a result, StreetsLA is seeking authorization to release a new RFP, evaluate submissions, negotiate new contracts and return to the Board to request authorization to award contracts with the most qualified vendors offering the best overall value to the City.

RFP

The specifications for this RFP (Transmittal No. 1) were developed in accordance with the City's Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal in landfills, the debris identified above that are generated through StreetsLA operations. Although the Bureau of Sanitation has similar disposal contracts for residential debris, an independent contract is desired to meet the specific recycling and disposal needs unique to the daily operations of StreetsLA.

StreetsLA intends to contract with vendors who have the capability and resources to properly and legally receive, process, reuse, recycle, and/or dispose of clean and mixed inert debris, clean and mixed C&D debris, white goods, bulky items, and mixed debris.

Deliveries will be made by the City to the facility determined to be most appropriate and efficient as determined by the City.

StreetsLA intends to award multiple contracts to vendors with sites offering the overall best disposal rates to the City. StreetsLA is looking for vendors that have the following sites/facilities:

Clean and Mixed Inert Debris Disposal Site(s)/Facility(ies):
A disposal site/facility having the capability and resources to receive, process, reuse and/or dispose of all types of clean and mixed inert debris,which may include rebar and/or wire mesh. The composition of the inert debris may vary from time to time depending on each job and field operation. When the site reuses inert debris for either winter deck, alternative daily cover, or engineered fill at Class 3 Landfills, the vendor shall provide a certificate to StreetsLA's to report the tonnages and end use description of those reused or recycled materials. Inert debris is described as:

1) Clean Inert Debris: Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other construction debris.

2) Mixed Inert Debris: Consisting of debris that are typically separated from other waste streams because they are not suitable for recycling.

Clean and Mixed C&D Debris, Bulky Items, White Goods, and Mixed Debris Recycling and/or Disposal Site(s)/Facility(ies):
A disposal site/facility capable of receiving, processing, sorting, and recycling and/or legally disposing of white goods, C&D debris, bulky items, and mixed debris or a combination of these items. The composition of the debris may vary from time to time depending on each job and field operation. The debris is described as:

1) Clean C&D Debris: Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
2) Mixed C&D Debris: Consisting of Clean and Mixed C&D debris.

3) Bulky items: Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, and other household furniture.

4) White Goods: Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.

5) Mixed Debris: Consisting mainly of a mixture of organic and inorganic debris, including, but not limited to, recyclable and non-recyclable debris, rubbish and street sweepings removed from City streets and alleys.

When a disposal site/facility reuses or sells these materials, the vendor shall provide a certificate to StreetsLA's to report the tonnage and end use description of those reused materials.

Selection Process and Evaluation Criteria
The proposal review committee will evaluate and rate all proposals in accordance with the evaluation criteria identified in the RFP. Based upon the review committee's final report, StreetsLA will negotiate a contract with the most qualified proposer(s) and return to the Board for authorization to award and execute a contract(s) with the selected proposer(s). Contracts will then be submitted to the Board, Council, and Mayor for approval.

The criteria to be used for the selection of the proposer(s) are outlined in the RFP and summarized in Table 1 below:

Table 1: Evaluation Criteria

Evaluation Criteria		Maximum Points
1.	Price	40
2.	Location of Site(s)/Facility(ies)	10
3.	Previous Related Experience	20
4.	Past Performance Record with Government Agencies	15
5.	Responsiveness to RFP	15
Total Score		**100**
	Local Business Preference (LBP)*	12
Total Score after applying the LBP		**0-112**

*PROPOSERS who qualify under the LBP Program may receive additional points.
See Exhibit 1 (City Contracting Requirements and Checklist) for additional information

Business Inclusion Program (BIP)
In compliance with the Mayor's Executive Directive No. 14 (Villaraigosa Series) issued on January 12, 2011, it is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE),

and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of City contracts.

Due to the nature of services sought under this RFP, there are no subcontracting opportunities available, and therefore, the Office of the City Administrative Officer approved the waiver for this requirement on July 17, 2024 (Transmittal No. 2). However, if any subcontracting opportunities arise, the contractor(s) shall be encouraged to utilize MBE/WBE/SBE/EBE/DVBE/OBE subcontractors where possible.

Local Business Preference (LBP) Program
Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. The City shall grant a six percent (6%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of ten percent (10%). The City shall grant a ten percent (10%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as a City Business Enterprise (CBE) firm. If the CBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two percent (2%) of the total possible evaluation points added to their evaluation score for each of those certifications, up to a maximum of twelve percent (12%). Additionally, all non-LBE/CBE Proposers may be granted an additional percentage, up to a total of five percent (5%), of the total possible evaluation points added to their evaluation score for each of those certifications, for every ten percent (10%) of their proposal that is to be performed by a LBE, CBE, LSB and/or LTE subcontractor.

Community Level Contracting (CLC)
As part of the City's CLC initiative led by the Department of Public Works, as per the CLC Board Motion issued on May 19, 2021, StreetsLA seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as Prime contractors on smaller, more manageable projects. StreetsLA staff evaluated the work to be performed under this opportunity and determined that due to the technical and specialized nature of this RFP, it cannot be broken down into smaller projects. Proposers are required to own and operate facilities that can properly recycle and dispose of clean and mixed inert debris, clean and mixed C&D debris, bulky items, white goods, and street sweepings.

Therefore, StreetsLA has determined that this project is not a candidate for CLC due to the specialized expertise needed and specific requirements of the project.

Notification of Intent to Contract
The Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on November 27, 2023. (Transmittal No. 3)

Charter Section 1022
A Charter Section 1022 determination is not required because the City does not own or operate recycling and disposal sites/facilities to process these types of debris. City personnel shall only be delivering the debris to the vendors for processing. (Transmittal No. 4)

Summary of Contract Compliance Requirements
All qualified and interested parties submitting proposals will be required to comply with all standard City requirements outlined in the RFP and Notice(s) to Proposers.

Contractor Performance Evaluation
In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code (LAAC), City personnel responsible for the quality control of the personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration (BCA) upon its completion.

Contractor Responsibility Ordinance
All contractors participating in the program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677, (Article 14, Chapter 1, Division 10, LAAC). 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.

City Attorney Review
The proposed RFP has been reviewed and approved as-to-form by the City Attorney's Office.

Proposed Term of Contract
The proposed contract term shall be for five (5) years with two (2) five-year renewal options and an optional extension up to a maximum of six months.

STATUS OF FUNDING

It is estimated annual usage may be up to $14,000,000. Sufficient funds for FY 2025-26 are available for this contract within the Bureau of Street Services Fund 100, Department 86, Contractual Services Account 003040.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, future funds and appropriations will be determined by the Director and General Manager of StreetsLA or designee.

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

FUTURE ACTIONS

Upon authorization by the Board, the RFP, attachments, and exhibits will be posted on https://www.rampla.org.

A review committee will evaluate the proposals. After evaluation by the review committee, semifinalists will be selected, interviewed, and ranked. StreetsLA will then negotiate personal services contracts with the highest rated firms to provide the required services. Subsequent to contract negotiations, StreetsLA will return to the Board for authority to award and execute a contract(s) with the selected proposer(s).

(Signature Page to Follow)

SIGNATURE PAGE

Respectfully Submitted,

for

KEITH MOZEE
Executive Director and General Manager
Bureau of Street Services

COMPLIANCE REVIEW PERFORMED AND APPROVED BY:

Lynda McGlinchey (Aug 14, 2025 16:05:23 PDT)

LYNDA MCGLINCHEY
Compliance Program Manager II
Bureau of Contract Administration

Raoul Mendoza (Aug 14, 2025 16:18:42 PDT)

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

APPROVED AS TO FUNDS

MIGUEL DE LA PEÑA
Director
Office of Accounting

Date: 8/12/2025
Fund 100, Dept.86, Appr. 003040, $70,000,000

KM/SHC:mmy

Questions regarding this report may be referred to:
Martha Yniguez, Sr. Management Analyst I
213-543-9282
martha.yniguez@lacity.org

Waiver
WN-0329

New Contact | Edit | New Lead

Related **Details**

Waiver Number
WN-0329

Status
Approved

Opportunity
Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Item (/lightning/r/Opportunity/0066g00003h29dDAAQ/view)

Funding Source

Subcontracting Opportunity Available

Justification
Due to the nature of the services, there are no subcontracting opportunities. Disposal services are managed at private facilities. Additionally, the previous RFP issued in 2019 was granted a BIP waiver.

Waiver Provided Before

Federal Grant Funded

Previously Contracted Opportunity

Previous Opportunity
Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Item (/lightning/r/Opportunity/0066g00003h29dDAAQ/view)

Department
Street Services Bureau, Public Works

RAMP ID
215857

Contact Name
Martha Yniguez

Waiver
WN-0329

Contact Email
martha.yniguez@lacity.org
(mailto:martha.yniguez@lacity.org)

Created By
Martha Yniguez (/lightning/r/User/0056g000005w2dyAAA/view)
, 7/17/2024, 11:05 AM

Last Modified By
Pamela Workman (/lightning/r/User/0056g0000088LUXAA2/view)
, 7/17/2024, 12:02 PM

Approval Hi... (2) (/lightning/r/Waiver__c/a0t6g000007uh2NAAQ/related/ProcessSteps/view)

BIP Approval (/lightning/r/04h6g000003Wh21AAC/view)

Date:	7/17/2024, 12:02 PM
Status:	Approved
Assigned To:	BIP Waiver Queue
Actual Approver:	Pamela Workman (/lightning/r/0056g0000088LUXAA2/view)
Comments:	Approved as previous Opp RAMP ID 37742 ,Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris, White Goods, Bulky Item 2019, was granted a BIP waiver.

Approval Request Submitted (/lightning/r/04h6g000003Wh1mAAC/view)

Date:	7/17/2024, 11:05 AM
Status:	Submitted
Assigned To:	Martha Yniguez (/lightning/r/0056g000005w2dyAAA/vi...
Actual Approver:	Martha Yniguez (/lightning/r/0056g000005w2dyAAA/vi...
Comments:	BIP waiver requested.

View All
(/lightning/r/Waiver__c/a0t6g000007uh2NAAQ/related/ProcessSteps/view)

N... (0) (/lightning/r/Waiver__c/a0t6g000007uh2NAAQ/related/AttachedContentNotes/view)

Martha Yniguez <martha.yniguez@lacity.org>

Notice of Intent to Contract for the PW Bureau of Street Services department on 11-27-2023

2 messages

Notice of Intent to Contract <cao.erd@lacity.org> Mon, Nov 27, 2023 at 3:24 PM
To: martha.yniguez@lacity.org

Notice of Intent to Contract

A Notice of Intent to Contract was submitted and you were listed as the Department Contact.

The Transaction Number for this request is: 1143
Please refer to this transaction number if you need to contact the CAO Employee Relations Division with any questions: cao.erd@lacity.org

Submission Date:
11/27/2023

Contact Name:
Martha Yniguez

Contact Phone Number:
213-543-9282

Contact Email:
martha.yniguez@lacity.org

Contract Type (new or amendment):
new

Contract Length:
60 month(s)

Estimated Contract Start Date:
2025-01-01

Is there expertise within the city who can perform these services?:
No

Have other departments been contacted about this?:
No

Contract Number (if amendment):
n/a

Activity to be Performed:
Contractors needed to provide recycling and/or disposal services of inert materials, mixed inert materials, mixed debris, waste debris, white goods and bulky items generated by the Bureau of Street Services Citywide. Term is 5 years + two 5-year renewals.

CAO - Employee Relations Division
200 N. Main St. Suite 1200
Los Angeles, CA 90012-4137

Martha Yniguez <martha.yniguez@lacity.org> Mon, Nov 27, 2023 at 3:24 PM
To: Melinda Chou <melinda.chou@lacity.org>

FYI

Martha Yniguez
Senior Management Analyst
Bureau of Street Services - Administration Division
Department of Public Works | City of Los Angeles
1149 S. Broadway, 4th Floor, Los Angeles CA 90015
O (213) 543-9282
martha.yniguez@lacity.org

[Quoted text hidden]

FORM GEN. 160 (Rev. 6/80)

CITY OF LOS ANGELES
INTRA-DEPARTMENTAL CORRESPONDENCE

Date: August 22, 2024

To: Melinda Chou, Sr. Management Analyst II
Public Works – Street Services

From: Kristine Tan, Sr. Personnel Analyst I
Personnel Department, Classification Division

Subject: **1022 DETERMINATION REQUEST – RECYCLING AND DISPOSAL SERVICES**

We have received your request for a 1022 Determination for a contractor-owned and operated facility to provide services, which include recycling and/or disposal of white goods (appliances, metal objects, etc.); bulky items (furniture, large non-metal objects); and inert materials, mixed debris, and construction and demolition materials (asphalt pavement, concrete, dirt, sand, soil, street sweepings, and miscellaneous debris).

This memo is to inform you that based on the information that you provided, the contract for these services does not require a 1022 Determination because the request does not include a labor component as the City does not own or operate recycling facilities or landfills.

Please advise your CAO analyst of our decision.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

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EXHIBITS

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PERSONAL SERVICES CONTRACT
BETWEEN THE CITY OF LOS ANGELES AND
USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and USA Waste of California, Inc. dba Waste Management ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, known as USA Waste of California, Inc. dba Waste Management, a corporation, having its principal office at 9081 Tujunga Avenue, Sun Valley, CA 93152.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representative of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Michael S. Hammer, Director and President - Southern California
  2255 N. Ontario Street, Suite 350
  Burbank, CA 91504
  (661) 910-0415
  mhammer@wm.com

  Mark Grady, Vice President
  2255 N. Ontario Street, Suite 350
  Burbank, CA 91504
  (781) 241-3365
  mgrady1@wm.com

With copies to:
Daryl Littenberg, Industrial Account Executive
2255 N. Ontario Street, Suite 350
Burbank, CA 91504
(310) 707-5144
dlittenb@wm.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein and executed by both parties.

Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles in manners concerning this Agreement.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	USA Waste of California, Inc. dba Waste Management.

Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.
Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This fill layer is then used for various purposes, such as building foundations, roads, or other improvements.
Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.

RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
RFP	Request for Proposal that solicited this Agreement.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
Unpermitted Waste	Material that (a) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by Applicable Law; (b) is or contains regulated hazardous waste; (c) is or contains any special waste, infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or toxic substances, as defined pursuant to or listed or regulated under Applicable Law (d) wastes under the control of the Nuclear Regulatory Commission; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include

and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this Agreement shall be for five (5) years, effective January 1, 2026, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (Attachment A).

Upon expiration of the initial five (5)-year term, this Agreement may be renewed for up to two (2) additional five (5)-year terms only upon mutual written agreement of the CITY and the CONTRACTOR, subject to approval in accordance with applicable CITY requirements.

Additionally, the Agreement may be extended on a month-to-month basis, for a maximum of six (6) months, prior to the conclusion of the initial five-year term (if the CITY elects not to renew), the ten-year mark (if the CITY elects to renew once), or the fifteen-year mark (if both renewal options are exercised).

All renewals/extensions shall be mutually agreed upon. The CITY shall provide the CONTRACTOR with written notice confirming any agreed-upon renewal or extension at least thirty (30) days prior to the expiration of the Agreement, and the parties shall continue to perform in accordance with the terms and conditions of this Agreement during all renewal or extension periods.

Nothing herein shall be construed to limit the CITY's right to terminate this Agreement as provided under PSC-8 (Termination).

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for complete and satisfactory performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR will not provide any services, goods or equipment, and the CITY will not pay for services, goods, or equipment provided in excess of the funds appropriated by the CITY for this Agreement.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude Unpermitted Waste, such as electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services proposed in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor

of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY that deliver material under this Agreement.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
    - Total gross, tare, and net weight of vehicle delivering debris
    - Type of debris received
    - Unit price per ton
    - Total cost of delivered load
- Facility without scales:
    - Truck type
    - Type of debris received
    - Unit price per truck load
    - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY

5. New or revised Rate Sheet
6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered in accordance with this Agreement, to the reasonable satisfaction of the CITY, and upon presentation of a proper invoice from the CONTRACTOR. The CITY shall review the CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value within forty-five (45) days after the date of the invoice. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. Payment may be made sooner where cash discounts are offered for early payment.

5.2 COST ADJUSTMENTS AND ADDITIONAL COSTS

The initial rates shall remain firm for the first 12 months of this Agreement. See Exhibit 2 (Proposed Rate Sheet) and Exhibit 3 (Price Adjustments and Additional Costs). Beginning on January 1, 2027, and annually thereafter, the rates shall be adjusted in accordance with Exhibit 3.

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number

- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;
- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site as provided by driver;

- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Pass-Through and Extraordinary Costs shall be billed as separate line items on the invoice. These charges shall not be included in the base unit cost.

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager as required by this Agreement.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using commercially available software. CITY shall have sole discretion over the selection of the software, determine the period of software usage, and specify the required data to be captured.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (California Government Code §§12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim. CONTRACTOR warrants and represents that it shall not submit a false claim for payment to the CITY.

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing

special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured provided CITY's changes do not result in any additional costs to CONTRACTOR.

5.6 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.7 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.8 INVOICE DISPUTES

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment and any required payment of the disputed amount in accordance with existing CITY practices.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

Except for PSC-19 (Intellectual Property Warranty), PSC-21 (Ownership and License), PSC-22 (Data Protection), PSC-30 (Business Inclusion Program), and PSC-34 (Compliance with Identity Theft Laws and Payment Card Data Security Standards), the CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference, to the extent they are applicable to Contractor's services under this Agreement. The Insurance

Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.3 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.4 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.5 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.6 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.7 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

6.8 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work

involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26) [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the Contracting Authority and signed by the CONTRACTOR and City Attorney. If the CONTRACTOR performs any

modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be

facilitated by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to request the CONTRACTOR replace any contract personnel with equally or better-qualified staff who has materially failed to perform the services in accordance with this Agreement and such failure remains uncured after written notice and a reasonable opportunity to cure. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project, whose approval shall not be unreasonably withheld or delayed.

8.7 CONTRACTOR'S ADDRESS

Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of California, without reference to its conflicts of law principles.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.12 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.13 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.14 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.15 CONFLICT OF INTEREST

The CITY may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating a

contract on behalf of the CITY'S Departments, or agencies is, at any time while the Agreement or any extension/renewal of the Agreement is in effect, an employee of any other party of the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from the CITY is received by all Parties to the Agreement, unless the notice specifies a later time.

8.16 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section 7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.17 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.18 SEVERABILITY

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

8.19 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party. Under no circumstances shall CONTRACTOR be liable for or take title to Unpermitted Waste.

8.20 CITY LIABILITY

Subject to CITY review and approval, which shall not be unreasonably withheld, CITY shall reimburse the CONTRACTOR's costs of cleaning up, removing,

transporting, and disposing Unpermitted Waste delivered to any of the Facilities, with proper supporting documentation, and any fines and penalties assessed against CONTRACTOR, provided the CONTRACTOR is able to demonstrate that the CITY delivered such Unpermitted Waste.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

USA Waste of California, Inc. dba Waste Management

**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC): **0000383631-0001-7**

Said Agreement is Number C-_____of City Contracts.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 5/26 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

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

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

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

PSC-3. TIME OF EFFECTIVENESS

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

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

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

C. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and

D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

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

PSC-7. SUSPENSION

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

PSC-8. TERMINATION

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

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

3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.

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

5. Acts of Moral Turpitude

    a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.

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

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.

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

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

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

PSC-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. ASSIGNMENT AND DELEGATION

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

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

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

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. PERMITS

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

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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

PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract. **CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

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

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. INTELLECTUAL PROPERTY WARRANTY

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

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

"City Data" means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY's** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

"Contractor Materials" means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

"Data Breach" means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

"De-Identified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

"Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

"Security Incident" means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

"Subprocessor" means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY's** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a "Work Product"; collectively, "Work Products"), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.

F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY.**

G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.

H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.

B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.

D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.

E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.

F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.

H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.

J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.

K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.

B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.

D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.

E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. INSURANCE

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

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY.**

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

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

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

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

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.

D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY,** comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

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

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at https://www.rampla.org, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

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

PSC-33. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act ("FACTA"), and the then-current Payment Card Industry Data Security Standards ("PCI DSS"). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST TAX

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

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the annual anniversary of the effective date of the Contract), report the following information to **CITY** via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by **CITY**: **CONTRACTOR's** and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). **CONTRACTOR** shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by **CITY**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: USA Waste of California, Inc. dba Waste Management Date: 07/22/2024

Agreement/Reference: RFP for Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris and Bulky Items

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

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC ***Statutory***

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** Aggregate $4Million- City of LA is required to be named as an additional insured **$2,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

☐ _____

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

___ **Crime Insurance** _____

Other: Sent to Martha Yniguez @ PW Sanitaion
(RAMP #215857)



3.1.8 | Proposed Rate Sheet

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: USA Waste of California, Inc.

Facility Name: Carson Transfer Station

Facility Address: 321 W. Francisco St., Carson, CA 90745

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

MH

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Carson Transfer Station

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			5	15	18	21
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	10%	$69.00	N/A	N/A	N/A	N/A
Mixed Inert Debris	N/A	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	30%	$189.41	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	10%	$76.50	N/A	N/A	N/A	N/A
Mixed Inerts Debris	N/A	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	30%	$196.91	N/A	N/A	N/A	N/A

Page 2 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Carson Transfer Station

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		5	15	18	21
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$112.68	N/A	N/A	N/A	N/A
Bulky Items	$189.41	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$120.18	N/A	N/A	N/A	N/A
Bulky Items	$196.91	N/A	N/A	N/A	N/A

Page 3 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: 0 % for payment within — days.

Proposer's Signature: _____ Date: 10/15/25

Print Name: Michael Hammer

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: USA Waste of California, Inc.

Facility Name: South Gate Transfer Station

Facility Address: 4489 Ardine St. South Gate, CA 90280

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

MH

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: South Gate Transfer Station

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			5	15	18	21
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	10%	$69.00	N/A	N/A	N/A	N/A
Mixed Inert Debris	N/A	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	30%	$189.41	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	10%	$76.50	N/A	N/A	N/A	N/A
Mixed Inerts Debris	N/A	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	30%	$196.91	N/A	N/A	N/A	N/A

Page 2 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: South Gate Transfer Station

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		5	15	18	21
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$112.68	N/A	N/A	N/A	N/A
Bulky Items	$189.41	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$120.18	N/A	N/A	N/A	N/A
Bulky Items	$196.91	N/A	N/A	N/A	N/A

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Page 3 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

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Payment Discount Offered to the City: 0 % for payment within — days.

Proposer's Signature: _____ Date: 10/15/25

Print Name: Michael Hammer

EXHIBIT 2
Proposed Rate Sheet
for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: USA Waste of California, Inc.

Facility Name: East Valley Diversion

Facility Address: 11616 Sheldon St., Sun Valley, CA 91352

Does this facility have scales? Yes

Instructions:
1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
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Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

MH

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: East Valley Diversion

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			5	15	18	21
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	10%	$44.95	N/A	N/A	N/A	N/A
Mixed Inert Debris	10%	$44.95	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	10%	$52.45	N/A	N/A	N/A	N/A
Mixed Inerts Debris	10%	$52.45	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A

MH

Page 2 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: East Valley Diversion

DISPOSAL					
Regular Operating Hours					
		Cost per Truck Load			
	Cost Per Ton	Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		5	15	18	21
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	$44.95	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	N/A	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	$52.45	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	N/A	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A

Page 3 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: 0 % for payment within — days.

Proposer's Signature: _____ Date: 10/15/25

Print Name: Michael Hammer

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: USA Waste of California, Inc.

Facility Name: Sun Valley Recycling Park

Facility Address: 9227 Tujunga Ave. Sun Valley, CA 91352

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

MH

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Sun Valley Recycling Park

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			5	15	18	21
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	10%	$44.95	N/A	N/A	N/A	N/A
Mixed Inert Debris	10%	$44.95	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	10%	$59.45	N/A	N/A	N/A	N/A
Mixed Inerts Debris	10%	$59.45	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A

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Page 2 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Sun Valley Recycling Park

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		5	15	18	21
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$87.65	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$95.35	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A

Page 3 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: 0 % for payment within — days.

Proposer's Signature: _____ Date: 10/15/25

Print Name: Michael Hammer

EXHIBIT 2
Proposed Rate Sheet
for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: USA Waste of California, Inc.

Facility Name: Mission Road Recycling and Transfer Station

Facility Address: 840 S. Mission Road, Los Angeles, CA 90023

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

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Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Mission Road Recycling and Transfer Station

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	19-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			5	15	18	21
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	10%	$44.95	N/A	N/A	N/A	N/A
Mixed Inert Debris	10%	$44.95	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	10%	$59.45	N/A	N/A	N/A	N/A
Mixed Inerts Debris	10%	$59.45	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A

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Page 2 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Mission Road Recycling and Transfer Station

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		5	15	18	21
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$87.85	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$95.35	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A

Page 3 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service; or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: 0 % for payment within — days.

Proposer's Signature: [signature] Date: 10/15/25

Print Name: Michael Hammer

EXHIBIT 2
Proposed Rate Sheet
for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: USA Waste of California, Inc.

Facility Name: Simi Valley Landfill and Recycling Center

Facility Address: 2801 Madera Road, Simi Valley, CA 93065

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

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Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Simi Valley Landfill and Recycling Center

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			5	15	18	21
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed Inert Debris	N/A	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed Inerts Debris	N/A	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	N/A	N/A	N/A	N/A	N/A	N/A

MH

Page 2 of 4

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Simi Valley Landfill and Recycling Center

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		5	15	18	21
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$75.00	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$82.50	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A

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Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: 0 % for payment within — days

Proposer's Signature: _____ Date: 10/15/25

Print Name: Michael Hammer

EXHIBIT 3

PRICE ADJUSTMENTS AND ADDITIONAL COSTS

USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

Beginning January 1, 2027 and annually thereafter, unless otherwise mutually agreed, the cost per ton rates for all Line Items of Exhibit 2 (Rate Sheet) shall be adjusted to reflect the cumulative changes in the Consumer Price Index for All Urban Consumers (CPI-U) utilizing the Garbage and Trash Collection Series (Series ID No. CUUR0000SEHG02) as published in the U.S. Bureau of Labor Statistics for the entire year prior to the anniversary date. See the Adjustment Rate formula below.

Adjustment Rate (Inflation/Deflation Factor): (B - A) / A * 100

Where:
A = CPI-U for the prior month of the previous contract anniversary date.
B = CPI-U for the prior month of the current contract anniversary date.

If for any reason the CPI-U index is discontinued or the Department of Labor Statistics does not release the CPI-U, then a new series or CPI month one will be selected by mutual agreement.

PASS-THROUGH COSTS

Pass-Through Costs are those required by a change in laws, regulations or permits, or changes in state, county or local fees, surcharges or taxes. This includes, for example, changes in franchise/host fees and other such changes.

EXTRAORDINARY COSTS

Extraordinary Costs cover those costs over which the CONTRACTOR does not have reasonable control and which have impacted the cost of servicing the Agreement. This includes, for example, CITY-directed changes in the performance of the Agreement, and increases in fuel, transportation, labor, and increases due to adverse conditions/force majeure events, and processing costs.

CONTRACTOR shall provide documentation to the CITY supporting the request for Pass-Through and Extraordinary Costs. These costs shall be charged only upon mutual agreement.

Example:

Previous Contract Anniversary Date: January 1, 2023
Current Contract Anniversary Date: January 1, 2024

CPI-U Rates for Series Index CUUR0000SEHG02

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	498.705	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	522.329	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	549.334	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	589.344	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	615.506	609.983	621.029
2025	629.803	641.938	642.653	643.063	646.507	648.477	652.682	656.067	652.831	-(x)	655.705	658.242	647.943	641.974	653.105
2026	661.093	665.893													

X : Data unavailable due to the 2025 lapse in appropriations

A = CPI-U (CUUR0000SEHG02) for December 2022 = 565.185
B = CPI-U (CUUR0000SEHG02) for December 2023 = 602.164

(602.164 - 565.185) / 565.185 * 100 = 6.54% Inflation/Deflation Factor

Cost per ton on December 31, 2023 = $100
Cost per ton as of January 1, 2024 = $100 * 1.0654 = $106.54

EXHIBIT 4
CONTRACTING COMPLIANCE DOCUMENTS

CONTRACTOR:
USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

Section	Compliance Document Title
A	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)
B	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)
C	Non-Collusion Affidavit
D	Contractor Responsibility Ordinance Questionnaire
E	Contractor Workforce Information Form (LA Residence Information)
F	Certification of Compliance with Child Support Obligations
G	Iran Contracting Act of 2010 Compliance Affidavit
H	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
I	Contractor Responsibility Ordinance Pledge of Compliance
J	Certification of Compliance with the Americans with Disabilities Act
K	Business Tax Registration Certificate (BTRC)
L	Internal Revenue Service (IRS) Form W-9

SECTION A

BIDDER CERTIFICATION CEC FORM 50 (MUNICIPAL LOBBYING ORDINANCE)

Form 50 – Bidder Certification

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ Original Filing ☐ Amendment: Date of Signed Origina _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
215857	Bureau of Street Services, DPW
Bidder Name	
USA Waste of California, Inc. dba Waste Management	
Address	
9081 Tujunga Avenue, Sun Valley, CA 91352	
Email Address	Phone Number
llee@wm.com	818-252-3106

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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

Michael Hammer
Name

Signature

President-Southern California Area
Title

10/2/25
Date

ethics.lacity.org

SECTION B

PROHIBITED CONTRIBUTORS (BIDDERS) CEC FORM 55 (CAMPAIGN FINANCE ORDINANCE)

Form 55 – Prohibited Contributors

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ Original Filing ☐ Amendment: Date of Signed Original: _____ Date of Last Amendment: _____

Reference Number (Bid, Contract, or RAMP): 215857 Date Bid Submitted: 10/22/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided)
Recycling and/or Disposal of Clean and Mixed Inert Debris, Clean and Mixed C&D Debris, Bulky Items, White Goods, and Mixed Debris

Awarding Authority (Department awarding the contract): BSS, Department of Public Works

Bidder Name: USA Waste of California, Inc. dba Waste Management

Bidder Address: 9081 Tujunga Avenue, Sun Valley, CA 92352

Bidder Email Address: llee@wm.com Bidder Phone Number: 818-252-3106

Schedule Summary

Please complete all three of the following:

	Yes	No
1. **SCHEDULE A – Bidder's Principals** *(check one)* The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*	☑	☐
2. **SCHEDULE B – Subcontractors and Their Principals** *(check one)* The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*	☐	☑

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 4

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Michael Hammer
Name

President-Southern California Area
Title

Signature

10-9-25
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's 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: SEE ATTACHED LIST Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☑ Check this box if additional Schedule A pages are attached.

CEC Form 55
Schedule A

Effective 07/31/2025
Officers List - USA Waste of California, Inc.

Name	Title	Title Role
Hammer, Michael S.	Director	Director
Oseguera, Alejandro	Director	Director
Tippy, Courtney A.	Director	Director
Hammer, Michael S.	President - Southern California Area	Officer
Oseguera, Alejandro	President - Northern California Area	Officer
Beytelman, Vladimir	Vice President and Assistant Secretary	Officer
Carroll, John A.	Vice President, Chief Financial Officer and Controller	Officer
Cassin, Joseph J.	Vice President	Officer
Grady, Jr. Mark P.	Vice President	Officer
Henry, Robert G.	Vice President	Officer
Lockett, Mark A.	Vice President and Assistant Treasurer	Officer
Nagy, Leslie K.	Vice President and Treasurer	Officer
Stratton, David J. H.	Vice President and Assistant Secretary	Officer
Tippy, Courtney A.	Vice President and Secretary	Officer
Wilson, James A.	Vice President	Officer
Bennett, Jeff R.	Assistant Treasurer	Officer
Bohn, Jason C.	Assistant Secretary	Officer
Khajetoorians, Asteghik	Assistant Secretary	Officer

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
NONE

Subcontractor's Address:

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

** Each principal's name and title must be identified below. 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: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

ethics.lacity.org

SECTION C

NON-COLLUSION AFFIDAVIT

RFP No. 215857
BSS/Streets LA

USA Waste of California, Inc. dba Waste Management

NON-COLLUSION AFFIDAVIT

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

I, Michael Hammer, depose and say that I am

President-Southern California Area, of USA Waste of California, Inc. dba Waste Management
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

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

Date: 10/30/2025 at Burbank, CA
(Month, Day, Year) (City, State)

(Corporate Seal, if available)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

Contractor Responsibility Ordinance Questionnaire

RFP No. 215857

SERVICE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive. If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

USA Waste of California, Inc.			Contractor's License Not Needed
Business Name			Contractor's License Number
8061 Tujunga Avenue	Sun Valley	CA	91352
Street Address	City	State	Zip
Lily Lee, Public Affairs Manager		818-568-6130	818-252-3249
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 Questionnaire dated ____/_____/____ was submitted by the firm.

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: 08 /25 /1993 State of incorporation: DE

List the corporation's current officers.

President: Michael Hammer, President-Southern California Area

Vice President: Mark Grady

Secretary: Vladimir Beytelman

Treasurer: Leslie Nagy

SERVICE

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

None

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

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ **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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

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

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

■ Yes ☐ No

If Yes, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document) Please see Attachment C.1.

SERVICE

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

■ Yes ☐ No

If Yes, list 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.

(Use this space. If you need additional space, you can attach a document)
Please see Attachment C.2.

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

☐ Yes ■ No

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

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ■ No

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

(Use this space. If you need additional space, you can attach a document)
No contractor licenses is required for disposal and/or recycling and/or recycling facilities.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ Yes ■ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

SERVICE

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

☐ Yes ■ No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 32 Years

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If, Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. 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.

(Use this space. If you need additional space, you can attach a document)
Please see Attachment E 8.

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☒ No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ■ No

If Yes, explain the circumstances surrounding each instance.

SERVICE

(Use this space. If you need additional space, you can attach a document)
None.

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ Yes ■ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)
None.

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

☐ Yes ■ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)
None.

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ Yes ■ No

If Yes, please enter the date of the Notice(s).

No applicable.

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check Yes only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

SERVICE

☐ Yes ■ No

(b) Work performance on a contract?

☐ Yes ■ No

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

■ Yes ☐ No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)
Please see Attachment 13.B.

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

☐ Yes ■ No

If **Yes,** explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)
--

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

☒ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)
Please see Attachment 15.

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☐ Yes ■ No

SERVICE

If Yes, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)
None

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ Yes ■ No

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

(Use this space. If you need additional space, you can attach a document)
None

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)
None

H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

19A. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm.

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

☐ 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 or material misrepresentation?

☐ Yes ■ No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

SERVICE

false claim or material misrepresentation to any governmental entity or public utility?

☐ Yes ■ No

19B. If you check Yes to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)
None.

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ■ No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)
None.

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I 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.

Electronic Signature:

Lily Y. Lee — *Signature*

10/16/2025 — *Date*

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

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

Attachment C1

Attachment C.1
Organizational structure of USA Waste of California, Inc.



This information is also available in Section 3.1.11 Financial Requirements, Ownership Chart.

Attachment C2

Attachment C.2
USA Waste of California, Inc. - its officers - has operated the businesses named below.

PWCR NUMBER: 1000040352

CONTRACTOR INFORMATION	
Contractor Name:	USA WASTE OF CALIFORNIA, INC.
Trade Name(s):	COMPTON HAULING
	DOWNTOWN DIVERSION
	EAST VALLEY DIVERSION
	EL SOBRANTE LANDFILL
	ENVIROSERV
	LA METRO-LONG BEACH HAULING
	SUN VALLEY RECYCLING PARK
	WASTE MANAGEMENT INDUSTRIAL SERVICES
	CARSON TRANSFER STATION
	SIMI VALLEY LANDFILL & RECYCLING CENTER
	EL SOBRANTE LANDFILL
	WM OF ORANGE
	PICO RIVERA MRF
	SOUTH GATE TS
	MISSION ROAD WTR
	LANCASTER LANDFILL
	PALMDALE LANDFILL
	USA WASTE OF CA, SOUTHERN CALIFORNIA AREA
	WASTE MANAGEMENT
	AZUSA MRF & TS

Attachment E8

Attachment E.8

USA Waste of California, Inc.

City of Los Angeles Contracts
10 years through October 2025

Contract No.	Name of City Department/Agency	Contact/ Phone Number	Signed/Attested	Completion Date	Description of Work	Total Dollar Amount
C-139271	Bureau of Sanitation	James Roska (213) 485-2988	Attested 10/25/2021.	06/30/2023	Recycling and/or disposal of inert materials, mixed inert materials, mixed debris, white goods, bulky items and construction and demolitions materials.	$1.05M
C-138498	Bureau of Sanitation	James Roska (213)-485-2988	Attested 06/29/2021.	06/30/2031	Disposal services of residual municipal solid waste.	$92.2M
C-134895	Bureau of Street Services	Melinda Chou (213) 321-1885	Attested 01/15/2020, renewed on 04/20/2023	Current	Recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items and construction and demolition materials generated by the Bureau of Street Services Citywide operations.	Not to exceed $13M through 12/31/2023; one-year renewal option exercised until 12/31/2024.

USA Waste of California, Inc.

C-128878	Bureau of Sanitation	Dan Meyers (213) 485-3774	01/31/2017	01/30/2027	Exclusive franchise to provide collection, transfer,processing, and disposal services for solid resourcesto commercial establishments and applicable multifamily establishments in the West Valley and South East Valley collection zones.	$1.06B
C-127499	Bureau of Sanitation	Rowena Romano (213) 485-3626	Attested 05/18/2016	01/12/2023	Receipt, Processing, andReuse of Green Material, Food Material and Horse Manure from the City of Los Angeles Curbside Collection Program	$14.9M/year; $74.5M/5 years; two 5-year renewal options
C-127303	Hyperion Water Reclamation Plant; Bureau of Sanitation	Emmanuel Alloh (310) 648-5070	07/01/2026	06/30/2024	Landfill disposal of grit and screenings	$6.2M ceiling
C-124654	Bureau of Street Services	Pamela Ostrander (213) 847-2811	Approved by Board of Public Works 09/24/2014; Amendment 1 approved 07/28/2017	07/27/2022	Recycling and or disposal of construction and demolition materials	Up to $7M annually

USA Waste of California, Inc.

C-123735	Bureau of Sanitation	Rowena Romano (213) 485-3626	Attested 03/17/2014	06/30/2021	Disposal services for city waste	Not to exceed $110.6M
C-113188	Bureau of Sanitation	Michele Mikesell 213-485-3884	03/18/2008; renewed on 04/28/2015	Final extension until 03/17/2017	Multi-family residential recycling	$17,000,000.00 for the first 5 years; $3.3M/year for renewal period

SECTION E

CONTRACTOR WORKFORCE INFORMATION FORM (LA RESIDENCE INFORMATION)

Contractor Workforce Information Form

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: USA Waste of California, Inc. dba Waste Management

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
9081 Tujunga Avenue Sun Valley, CA 91352	4	4	25%

*i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:
Note: If there are no Los Angeles Branch offices, mark N/A on first line

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
Los Angeles City Hauling 9081 Tujunga Avenue Sun Valley, CA 91352	184	100%	65%
East Valley Diversion 11616 Sheldon Street Sun Valley, CA 91352	13	100%	77%
Sun Valley Hauling 9081 Tujunga Avenue Sun Valley, CA 91352	5	100%	67%
—			
—			

*i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

SECTION F

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

Certification of Compliance with Child Support Obligations

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that USA Waste of California, Inc. dba Waste Management (Name of Business) will:

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.

I declare under penalty of perjury that the foregoing is true and was executed at:

Los Angeles, Los Angeles County, California
City/County/State

10/9/25
Date

USA Waste of California, Inc. dba Waste Management — Name of Business
9081 Tujunga Avenue, Sun Valley, CA 91352 — Address

Signature of Authorized Officer or Representative

Michael Hammer — Print Name

President - Southern California Area — Title

818-767-6180 — Telephone Number

SECTION G

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

Iran Contracting Act of 2010 Compliance Affidavit

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

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

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

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

⊙ OPTION #1: CERTIFICATION

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

○ OPTION #2: EXEMPTION

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

USA Waste of California, Inc. dba Waste Management	000383832-0001-7
[signature]	President-Southern California Area
Michael Hammer	10-9-25
	Michael Hammer

SECTION H

LIVING WAGE ORDINANCE (LWO)/
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

USA Waste of California, Inc. dba Waste Management
Name of Business

9081 Tujunga Avenue, Sun Valley, CA 91352
Address

Michael Hammer 10/30/2025
Signature of Authorized Officer or Representative — Print Name

President-Southern California Area — (818)767-6180
Title — Telephone Number

SECTION I

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

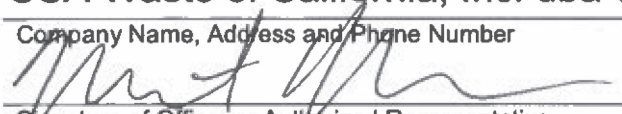
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

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

USA Waste of California, Inc. dba Waste Management

Company Name, Address and Phone Number



January 8, 2026

Signature of Officer or Authorized Representative — Date

Michael Hammer, President-Southern California Area

Print Name and Title of Officer or Authorized Representative

Bureau of Street Services, Dept of Public Works

Awarding City Department — Contract Number

SECTION J

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

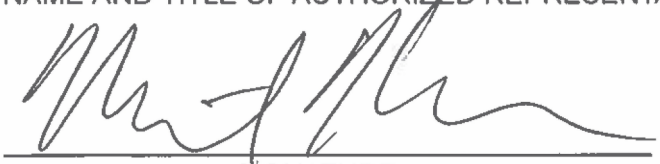
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER:_____

CONTRACTOR: USA Waste of California, Inc. dba Waste Management

Michael Hammer, President-Southern California Area
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

January 8, 2026
DATE

SECTION K

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)

CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

USA WASTE OF CALIFORNIA INC
WASTE MANAGEMENT- LOS ANGELES
MARKET AREA

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

USA Waste of California, Inc.
(WM-LAMA)
Fund/Class: L049 - Cost of maintaining only
9081 TUJUNGA AVENUE
SUN VALLEY CA 91352
Acct 0000383632-0001-7; L049

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 08/19/2011

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000383632-0001-7	L049	Professions/Occupations	08/15/2011	Active

COPY

USA WASTE OF CALIFORNIA INC
WASTE MANAGEMENT- LOS ANGELES MARKET AREA

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352-1516

ISSUED BY:

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT – READ REVERSE SIDE

SECTION L

INTERNAL REVENUE SERVICE (IRS) FORM W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

USA Waste of California, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

800 Capitol Street, Suite 3000

6 City, state, and ZIP code

Houston, TX 77002

Requester's name and address (optional)

7 List account number(s) here (optional)

Remit to: WM CORPORATE SERVICES, INC., AS PAYMENT AGENT, PO BOX 541065, LOS ANGELES, CA 90054-1065

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[redacted]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Rachel Spears **Date** 2/24/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT 5

CONTRACTOR'S FACILITIES

USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

The following is the definitive list of all approved facilities to be used by the CONTRACTOR for the performance of the services under this Agreement as of the date of execution.

Facility Name	**Facility Address**	**Has Scales?**
Carson Transfer Station	321 W. Francisco St., Carson, CA 90745	Yes
South Gate Transfer Station	4489 Ardine St., South Gate, CA 90280	Yes
East Valley Diversion	11616 Sheldon St., Sun Valley, CA 91352	Yes
Sun Valley Recycling Park	9227 Tujunga Ave., Sun Valley, CA 91352	Yes
Mission Road Recycling and Transfer Station	840 S. Mission Road, Los Angeles, CA 90023	Yes
Simi Valley Landfill and Recycling Center	2801 Madera Road, Simi Valley, CA 93065	Yes

The addition, removal, or modification of any facility listed in this Exhibit must be approved in writing by the Executive Director and General Manager of StreetsLA. For information on any subsequent updates to this list, please contact the StreetsLA Contract Manager referenced in Article 2.2 of the Agreement.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

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EXHIBITS

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PERSONAL SERVICES CONTRACT
BETWEEN THE CITY OF LOS ANGELES AND
ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and Arakelian Enterprises, Inc. dba Athens Services ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, Arakelian Enterprises, Inc. dba Athens Services, a corporation, having its principal office at 14048 Valley Boulevard, City of Industry, CA 91746.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representatives of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Gary Clifford, Senior Executive Vice President
  14048 Valley Boulevard
  City of Industry, CA 91746
  (626) 934-4619
  gclifford@athensservices.com

  With copes to:
  Robert Zaratsian, Vice President of Business Development
  12303 Montague Street
  Pacoima, CA 91331
  (626) 855-7283
  RZaratsian@athensservices.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein as mutually agreed upon by the parties in accordance with Section 8.1.
Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All applicable statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all

	other federal, state, regional, county, geographic areas known as the City of Los Angeles.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	Arakelian Enterprises, Inc. dba Athens Services.
Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.
Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This

	fill layer is then used for various purposes, such as building foundations, roads, or other improvements.
Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/ Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that does not undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.
RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
RFP	Request for Proposal that solicited this Agreement.

Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this Agreement is for five (5) years, effective January 1, 2026, with two (2) five-year renewal options, at the CITY'S sole discretion, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (Attachment A) or extended by a duly approved written amendment to this Agreement and signed by the Parties involved.

In addition to the two (2) five-year renewal options, the CITY may elect to extend this Agreement on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this Agreement. The CITY may extend the Agreement on a month-to-month basis prior to the end of the initial five-year term if the CITY elects not to renew, the end of the ten-year term if the CITY elects to

renew, or the end of the fifteen-year term if the CITY exercises the first and second five-year renewal options by providing the CONTRACTOR a written notice at least thirty (30) days prior to the expiration of this Agreement.

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for CONTRACTOR'S costs incurred in its performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR shall have no obligation to provide any services, goods or equipment, and the CITY will not pay for services, goods, or equipment

in excess of the not to exceed amount specified in Section 3.2 of this Agreement unless otherwise agreed upon by the Parties.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted by the CITY. CONTRACTOR shall be compensated for such services in accordance with Article 5.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval, which shall not be unreasonably conditioned, delayed, or denied, and made in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to

landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services specified in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities as defined herein. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement except to the extent otherwise approved by the CITY.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste

Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the

legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance

gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
    - Total gross, tare, and net weight of vehicle delivering debris
    - Type of debris received
    - Unit price per ton
    - Total cost of delivered load
- Facility without scales:
    - Truck type
    - Type of debris received
    - Unit price per truck load
    - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY
5. New or revised Rate Sheet
6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services, unless otherwise agreed upon by the Parties. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager, which shall not be unreasonably denied, delayed, or withheld. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered in accordance with this Agreement, to the satisfaction of the CITY, and upon presentation of an invoice from the CONTRACTOR prepared and submitted in accordance with Section 5.4. The CITY shall promptly review and approve undisputed items on the CONTRACTOR'S invoice and notify CONTRACTOR of any disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. CITY's approval

of an invoice shall not be unreasonably denied, delayed, or withheld. Payment may be made sooner where cash discounts are offered for early payment.

5.2 COST ADJUSTMENTS

The initial rates shall remain firm for the first 12 months of this Agreement. See Exhibit 2 (Proposed Rate Sheet) and Exhibit 3 (Price Adjustments and Additional Costs). Beginning on January 1, 2026, and annually thereafter, the rates shall be adjusted in accordance with Exhibit 3.

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;
- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site;
- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Contractor's signed certification that the invoice represents a true statement of work completed;
- Additional information as requested by the CITY;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using Haulhub software. CITY shall have sole discretion over the selection of the software, determine the required period of software usage, and specify the required data to be captured, provided however, that if the CITY elects to require different software during the term of the Agreement, the CONTRACTOR, may apply for an Extraordinary Cost adjustment consistent with Exhibit 3.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All

invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

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

The CONTRACTOR shall include a signed attestation with every invoice stating, "Contractor is advised that submission of a false claim for payment to the Department may subject the contractor to liability under the False Claims Act, (California Government Code §§12650 et seq.). The contractor certifies that all work performed or materials provided, or both for which this invoice/bill is submitted is in strict accordance with the terms and conditions of the subject contract between the Department and the contractor."

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured.

5.6 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.7 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.8 INVOICE DISPUTES

The Parties shall make good-faith efforts to resolve disputed invoice matters through discussions between the CITY'S and CONTRACTOR'S authorized representative before pursuing formal remedies under the Agreement or applicable law.

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment and any required payment of the disputed amount in accordance with existing CITY practices and applicable law.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

The CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference. The Insurance Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.3 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on

CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.4 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.5 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.6 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.7 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

6.8 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the CITY, the CONTRACTOR, and signed by the City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be facilitated by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to have the CONTRACTOR replace any contract personnel with equally or better-qualified staff upon providing written notice to the CONTRACTOR. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project.

8.7 CONTRACTOR'S ADDRESS

The address provided in this Agreement will be considered the legal address of the CONTRACTOR and will be changed only by written notice to the CITY. The delivery of any communication to the CONTRACTOR personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the CONTRACTOR at such address, will constitute a legal service thereof. Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement must comply with all applicable laws of the United States of America, the State of California, and the CITY.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 PERIODIC INDEPENDENT AUDIT

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the CONTRACTOR and its Subcontractors are conducting CITY business within generally accepted industry standard practices. Each CONTRACTOR will be required to cooperate fully with any external audit.

8.12 FINANCIAL AUDIT

Firms providing services to the CITY will be responsible for the verification of the legitimacy of payments made to service providers and their Subcontractors. The CITY, therefore, reserves the right for the staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures related to payments made in connection with CONTRACTOR'S performance of this Agreement.

8.13 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.14 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.15 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.16 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.17 CONFLICT OF INTEREST

The CITY may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of the CITY'S Departments, or agencies is, at any time while the Agreement or any extension/renewal of the Agreement is in effect, an employee of any other party of the Agreement with respect to the subject matter

of the Agreement. The cancellation shall be effective when written notice from the CITY is received by all Parties to the Agreement, unless the notice specifies a later time.

8.18 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section 7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.19 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.20 SEVERABILITY

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

8.21 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with Applicable Law, for all damages to the CITY to the extent caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

Arakelian Enterprises, Inc. dba Athens Services
**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC):**0000721614-0006-9 & 0000721614-0007-7**

Said Agreement is Number C-_____.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 5/26 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

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

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

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

PSC-3. TIME OF EFFECTIVENESS

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

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

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

C. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and

D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

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

PSC-7. SUSPENSION

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

PSC-8. TERMINATION

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

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

3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.

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

5. Acts of Moral Turpitude

    a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.

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

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.

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

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

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

PSC-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. ASSIGNMENT AND DELEGATION

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

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

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

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. PERMITS

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

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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

PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract. **CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

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

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. INTELLECTUAL PROPERTY WARRANTY

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

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

"City Data" means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY's** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

"Contractor Materials" means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

"Data Breach" means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

"De-Identified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

"Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

"Security Incident" means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

"Subprocessor" means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY's** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a "Work Product"; collectively, "Work Products"), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.

F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY.**

G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.

H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.

B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.

D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.

E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.

F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.

H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.

J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.

K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.

B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.

D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.

E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. INSURANCE

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

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY.**

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

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

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

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

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.

D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY,** comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

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

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at https://www.rampla.org, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

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

PSC-33. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act ("FACTA"), and the then-current Payment Card Industry Data Security Standards ("PCI DSS"). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST TAX

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

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the annual anniversary of the effective date of the Contract), report the following information to **CITY** via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by **CITY**: **CONTRACTOR's** and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). **CONTRACTOR** shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by **CITY**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: Arakelian Enterprises, Inc. dba Athens Services Date: 07/22/2024

Agreement/Reference: RFP for Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris and Bulky Items

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

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC ***Statutory***

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** Aggregate $4Million- City of LA is required to be named as an additional insured **$2,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

☐ _____

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

___ **Crime Insurance** _____

Other: Sent to Martha Yniguez @ PW Sanitaion
(RAMP #215857)

3.1.8 PROPOSED RATE SHEET | EXHIBIT 2: PROPOSED RATE SHEET – CITY OF INDUSTRY MRF

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: Arakelian Enterprises, Inc. dba Athens Services

Facility Name: City of Industry MRF

Facility Address: 14048 Valley Boulevard, City of Industry, CA 91746

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: City of Industry MRF

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			**5**	**15**	**18**	**21**
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	5%	$90.00	N/A	N/A	N/A	N/A
Mixed Inert Debris	5%	$95.00	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	$170.00	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	$170.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	5%	N/A	N/A	N/A	N/A	N/A
Mixed Inerts Debris	5%	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	N/A	N/A	N/A	N/A	N/A

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: City of Industry MRF

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		**5**	**15**	**18**	**21**
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$115.00	N/A	N/A	N/A	N/A
Bulky Items	$115.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	NA	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$125.00	N/A	N/A	N/A	N/A
Bulky Items	$125.00	N/A	N/A	N/A	N/A

3.1.8 PROPOSED RATE SHEET | EXHIBIT 2: PROPOSED RATE SHEET – CITY OF INDUSTRY MRF

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: _____% for payment within _____days

Proposer's Signature: _____ Date: 9/29/2025

Print Name: Gary Clifford, Senior Executive Vice President

Page 4 of 4

3.1.8 PROPOSED RATE SHEET | EXHIBIT 2: PROPOSED RATE SHEET – CROWN RECYCLING SERVICES

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: Arakelian Enterprises, Inc. dba Athens Services

Facility Name: Crown Recycling Services

Facility Address: 9189 De Garmo Avenue, Sun Valley, CA 91352

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Crown Recycling Services

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			**5**	**15**	**18**	**21**
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	5%	$90.00	N/A	N/A	N/A	N/A
Mixed Inert Debris	5%	$95.00	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	$125.00	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	$125.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	5%	$104.00	N/A	N/A	N/A	N/A
Mixed Inerts Debris	5%	$109.00	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	$144.00	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	$144.00	N/A	N/A	N/A	N/A

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Crown Recycling Services

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		**5**	**15**	**18**	**21**
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$115.00	N/A	N/A	N/A	N/A
Bulky Items	$115.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	NA	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$132.00	N/A	N/A	N/A	N/A
Bulky Items	$132.00	N/A	N/A	N/A	N/A

3.1.8 PROPOSED RATE SHEET | EXHIBIT 2: PROPOSED RATE SHEET – CROWN RECYCLING SERVICES

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: _____% for payment within _____days

Proposer's Signature: _____ Date: 9/29/2025

Print Name: Gary Clifford, Senior Executive Vice President

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3.1.8 PROPOSED RATE SHEET | EXHIBIT 2: PROPOSED RATE SHEET – DOWNEY AREA RECYCLING AND TRANSFER FACILITY

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: Arakelian Enterprises, Inc. dba Athens Services

Facility Name: Downey Area Recycling and Transfer Facility (D.A.R.T.)

Facility Address: 9770 Washburn Road, Downey CA 90241

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Downey Area Recycling and Transfer Facility (D.A.R.T.)

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			**5**	**15**	**18**	**21**
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	5%	$90.00	N/A	N/A	N/A	N/A
Mixed Inert Debris	5%	$95.00	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	$170.00	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	$170.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	5%	N/A	N/A	N/A	N/A	N/A
Mixed Inerts Debris	5%	N/A	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	N/A	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	N/A	N/A	N/A	N/A	N/A

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Downey Area Recycling and Transfer Facility (D.A.R.T.)

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		**5**	**15**	**18**	**21**
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$115.00	N/A	N/A	N/A	N/A
Bulky Items	$115.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	NA	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	N/A	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A

3.1.8 PROPOSED RATE SHEET | EXHIBIT 2: PROPOSED RATE SHEET – DOWNEY AREA RECYCLING AND TRANSFER FACILITY

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: _____% for payment within _____days

Proposer's Signature: _____ Date: 9/29/2025

Print Name: Gary Clifford, Senior Executive Vice President

Page 4 of 4

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: Arakelian Enterprises, Inc. dba Athens Services

Facility Name: Paramount Resource Recycling

Facility Address: 7230 Petterson Lane, Paramount, CA 90723

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris

RFP No. 215857

Facility Name: Paramount Resource Recycling

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			**5**	**15**	**18**	**21**
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inert Debris	5%	$90.00	N/A	N/A	N/A	N/A
Mixed Inert Debris	5%	$95.00	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	$170.00	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	$170.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	N/A	N/A	N/A	N/A	N/A	N/A
Clean Inerts Debris	5%	$104.00	N/A	N/A	N/A	N/A
Mixed Inerts Debris	5%	$109.00	N/A	N/A	N/A	N/A
Clean C&D Debris	25%	$196.00	N/A	N/A	N/A	N/A
Mixed C&D Debris	25%	$196.00	N/A	N/A	N/A	N/A

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Paramount Resource Recycling

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		**5**	**15**	**18**	**21**
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$115.00	N/A	N/A	N/A	N/A
Bulky Items	$115.00	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	NA	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$132.00	N/A	N/A	N/A	N/A
Bulky Items	$132.00	N/A	N/A	N/A	N/A

3.1.8 PROPOSED RATE SHEET | EXHIBIT 2: PROPOSED RATE SHEET – PARAMOUNT RESOURCE RECYCLING

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: _____% for payment within _____days

Proposer's Signature: _____ Date: 9/29/2025

Print Name: Gary Clifford, Senior Executive Vice President

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EXHIBIT 3

PRICE ADJUSTMENTS AND ADDITIONAL COSTS

ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

Effective as of the one-year anniversary of the contract and annually thereafter, unless otherwise mutually agreed, the cost per ton rates for all Line Items of Exhibit 2 (Rate Sheet) shall be adjusted to reflect the cumulative changes in the Consumer Price Index for All Urban Consumers (CPI-U) utilizing the Garbage and Trash Collection Series (Series ID No. CUUR0000SEHG02) as published in the U.S. Bureau of Labor Statistics for the entire year prior to the anniversary date. See the Adjustment Rate formula below.

Adjustment Rate (Inflation/Deflation Factor): (B - A) / A * 100

Where:
A = CPI-U for the prior month of the previous contract anniversary date.
B = CPI-U for the prior month of the current contract anniversary date.

If for any reason the CPI-U index is discontinued or the Department of Labor Statistics does not release the CPI-U, then a new series or CPI month will be selected by mutual agreement.

PASS-THROUGH COSTS

Pass-Through Costs are those required by a change in laws, changes in agency application or interpretation of regulations, or permits, or changes in state, county or local fees, surcharges or taxes. This includes, for example, changes in franchise/host fees and other such changes.

CONTRACTOR shall provide documentation to the CITY supporting the request for Pass-Through Costs. Pass-Through Costs shall be reasonably approved by the City and implemented as of the effective date of the Pass-Through Costs.

EXTRAORDINARY COSTS

Extraordinary Costs cover those costs over which the CONTRACTOR does not have reasonable control and which have impacted the cost of servicing the Agreement. This includes, for example, CITY-directed changes in the performance of the Agreement, and increases in fuel, transportation, labor, and increases due to adverse conditions/force majeure events, and processing costs.

CONTRACTOR shall provide documentation to the CITY supporting the request for Extraordinary Costs. The rate adjustment arising out of Extraordinary Costs shall be subject to the CITY'S approval, which shall not be unreasonably withheld or delayed. All approved Extraordinary Costs shall be billed as separate line items and shall not be included in the base unit cost. Terms of rate adjustment shall be agreed upon by mutual agreement and shall be removed upon end of adjustment term. The rate adjustment shall be operative as of the effective date requested by CONTRACTOR.

Example:

Previous Contract Anniversary Date: January 1, 2023
Current Contract Anniversary Date: January 1, 2024

CPI-U Rates for Series Index CUUR0000SEHG02

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2020	491.003	494.429	496.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	498.705	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	522.329	516.786	527.872
2022	533.078	538.313	540.719	542.504	544.546	547.554	548.187	548.706	558.254	561.000	563.816	565.185	549.334	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	589.344	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	615.506	609.983	621.029
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682	656.067	652.831	(X)	655.705	658.242	647.943	641.974	655.105
2026	661.093	665.893													

X : Data unavailable due to the 2025 lapse in appropriations

A = CPI-U (CUUR0000SEHG02) for December 2022 = 565.185
B = CPI-U (CUUR0000SEHG02) for December 2023 = 602.164

(602.164 - 565.185) / 565.185 * 100 = 6.54% Inflation/Deflation Factor

Cost per ton on December 31, 2023 = $100
Cost per ton as of January 1, 2024 = $100 * 1.0654 = $106.54

EXHIBIT 4
CONTRACTING COMPLIANCE DOCUMENTS

CONTRACTOR:
ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

Section	Compliance Document Title
A	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)
B	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)
C	Non-Collusion Affidavit
D	Contractor Responsibility Ordinance Questionnaire
E	Contractor Workforce Information Form (LA Residence Information)
F	Certification of Compliance with Child Support Obligations
G	Iran Contracting Act of 2010 Compliance Affidavit
H	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
I	Contractor Responsibility Ordinance Pledge of Compliance
J	Certification of Compliance with the Americans with Disabilities Act
K	Business Tax Registration Certificate (BTRC)
L	Internal Revenue Service (IRS) Form W-9

SECTION A

BIDDER CERTIFICATION CEC FORM 50 (MUNICIPAL LOBBYING ORDINANCE)

B. BIDDER CERTIFICATION CEC FORM 50 (MUNICIPAL LOBBYING ORDINANCE)

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ Original Filing ☐ Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
RAMP ID: 215857	Department of Public Works - Bureau of Street Services

Bidder Name
Arakelian Enterprises, Inc., dba Athens Services

Address
14048 Valley Boulevard, City of Industry, CA 91746

Email Address	Phone Number
GClifford@AthensServices.com	(626) 934-4619

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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

Gary Clifford
Name

Signature

Senior Executive Vice President
Title

9/29/2025
Date

Revised February 2022 Los Angeles Municipal Code § 48.06(B)(1) Los Angeles Administrative Code § 10.40.1 Page 1 of 1

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SECTION B

PROHIBITED CONTRIBUTORS (BIDDERS) CEC FORM 55 (CAMPAIGN FINANCE ORDINANCE)

C. PROHIBITED CONTRIBUTORS (BIDDERS) CEC FORM 55 (CAMPAIGN FINANCE ORDINANCE)

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): RAMP ID: 215857 Date Bid Submitted: 10/15/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Metals

Awarding Authority (Department awarding the contract): Department of Public Works - Bureau of Street Services

Bidder Name: Arakelian Enterprises, Inc., dba Athens Services

Bidder Address: 14048 Valley Boulevard, City of Industry, CA 91746

Bidder Email Address: GClifford@AthensServices.com Bidder Phone Number: (626) 934-4619

Schedule Summary

Please complete all three of the following:

	Yes	No
1. **SCHEDULE A – Bidder's Principals** *(check one)* The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*	☑	☐
2. **SCHEDULE B – Subcontractors and Their Principals** *(check one)* The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*	☐	☑

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 3

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Gary Clifford
Name

Senior Executive Vice President
Title

Signature

9/29/2025
Date

Revised February 2022 Page 1 of 6

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C. PROHIBITED CONTRIBUTORS (BIDDERS) CEC FORM 55 (CAMPAIGN FINANCE ORDINANCE)

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's 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: Ron Arakelian Jr Title: President and Chief Executive Officer
Address: 14048 Valley Boulevard, City of Industry, CA 91746

Name: Michael Arakelian Title: Secretary
Address: 14048 Valley Boulevard, City of Industry, CA 91746

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

Name: Title:
Address:

☐ Check this box if additional Schedule A pages are attached.

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C. PROHIBITED CONTRIBUTORS (BIDDERS) CEC FORM 55 (CAMPAIGN FINANCE ORDINANCE)

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. 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: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

SECTION C

NON-COLLUSION AFFIDAVIT

D. NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

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

I, Gary Clifford, depose and say that I am

Senior Executive Vice President ("President," "Vice-President," etc.) of Arakelian Enterprises, Inc., dba Athens Services (Insert Name and Address of Organization)

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

Date 9/29/2025 (Month, Day, Year) at City of Industry, CA 91746 (City, State)

(Corporate Seal, if available)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

SERVICE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

Arakelian Enterprises, Inc. dba Athens Services			CSLB: 978599
Business Name			Contractor's License Number
14048 Valley Boulevard	City of Industry	CA	91746
Street Address	City	State	Zip
Gary Clifford, Senior Executive Vice President	(626) 934-4619		(626) 330-0456
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 Questionnaire dated ____/_____/____ was submitted by the firm.

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: 07 / 17 / 1958 State of incorporation: California

List the corporation's current officers.

President: Ron Arakelian Jr. (CEO)

Vice President: Ron Arakelian III (Executive Officer)

Secretary: Michael Arakelian

Treasurer:

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

SERVICE

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

Ron Arakelian Jr., Michael Arakelian

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

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ **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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

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

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

☐ **Yes** ■ **No**

If **Yes**, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document)

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

SERVICE

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

☐ **Yes** ■ **No**

If **Yes**, list 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.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

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

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

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

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

SERVICE

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 68 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

■ Yes ☐ No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. 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.

(Use this space. If you need additional space, you can attach a document)
1) BOS - Dan Meyers (213) 485-2260; Exclusive Comm/MFD waste collection; 1/31/17-1/30/27 2) BOS - Alex Helou (213) 485-2210; Receipt of City Residential Curbside Organics for processing; 1/1/23 - 12/31/27 3) BOS - Alex Helou (213) 485-2210; The Processing and Marketing of Residential Blue-Bins Materials; 7/1/24 - 6/30/29

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

■ **Yes** ☐ **No**

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)
1) DPW - Pamela Ostrander (213) 847-2811; Current Recycling and/or Disposal of Mixed Inert Materials Contract; 1/1/20 - 1/1/26 2) BOS - Alex Helou (213) 485-2210; Receipt of City Residential Curbside Organics for processing; 1/1/23 - 12/31/27 3) BOS - Alex Helou (213) 485-2210; The Processing and Marketing of Residential Blue-Bins Materials; 7/1/24 - 6/30/29

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

SERVICE

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ **Yes** ■ **No**

If **Yes**, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

SERVICE

☐ **Yes** ■ **No**

(b) Work performance on a contract?

☐ **Yes** ■ **No**

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

■ **Yes** ☐ **No**

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

Please see Exhibit A

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

☐ **Yes** ■ **No**

If **Yes,** explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

■ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

Since 2017, Athens has been one of six franchised haulers in the City of Los Angeles. In the capacity Athens provides hauling services to 23,000 customers in the City of Los Angeles performing nearly 500,000 lifts a month. Over the course of eight years, Athens has been assessed liquidated damages from time to time for minor items. See Exhibit B. In response to each assessment, Athens works toward improving operations.

On September 21, 2023, the City's Bureau of Sanitation reported that Athens had the lowest level of liquidated damages compared to other similarly situated haulers, who were assessed substantially higher liquidated damages in the range of $400,000 to $1,500,000.

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☐ **Yes** ■ **No**

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ **Yes** ■ **No**

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

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

☐ **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 or material misrepresentation?

☐ **Yes** ■ **No**

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

E. CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

SERVICE

false claim or material misrepresentation to any governmental entity or public utility?

☐ **Yes** ■ **No**

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ **Yes** ■ **No**

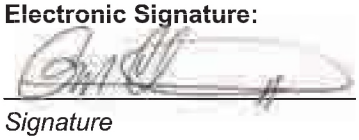
If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I 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.

Electronic Signature:



Signature

10/16/2025

Date

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

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

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 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 of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

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

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

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

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

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

STATE ENTITIES

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

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

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

California's Department of Justice

LOCAL ENTITIES

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

OTHERS

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

SECTION E

CONTRACTOR WORKFORCE INFORMATION FORM (LA RESIDENCE INFORMATION)

F. CONTRACTOR WORKFORCE INFORMATION FORM (LA RESIDENCE INFORMATION)

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: Arakelian Enterprises, Inc., dba Athens Services

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
14048 Valley Boulevard City of Industry, CA 91746	141	40%	8%

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
12303 Montague Street Pacoima, CA 91331	402	90%	59%
1301 West 228th Street Los Angeles, CA 90501	165	60%	30%
9147 De Garmo Avenue Sun Valley, CA 91352	145	100%	66%
recycLA Zone Offices (see below)	44	100%	55%
EDT: 1955 East Cesar Chavez Avenue, Los Angeles, CA 90033 HB: 350 West 5th Street, Suite 210, San Pedro, CA 90731 NC: 3333 Wilshire Boulevard, Suite 806, Los Angeles, CA 90010 WLA: 1964 Westwood Boulevard, Suite 210, Los Angeles, CA 90025			

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

SECTION F

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

G. CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Arakelian Enterprises, Inc., dba Athens Services (Name of Business) will:

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.

I declare under penalty of perjury that the foregoing is true and was executed at:

City of Industry, Los Angeles County, California
City/County/State

9/29/2025
Date

Arakelian Enterprises, Inc., dba Athens Services	14048 Valley Boulevard, City of Industry, CA 91746
Name of Business	Address
	Gary Clifford
Signature of Authorized Officer or Representative	Print Name
Senior Executive Vice President	(626) 934-4619
Title	Telephone Number

SECTION G

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

H. IRAN CONTRACT ACT OF 2010 COMPLIANCE AFFIDAVIT

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

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

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

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

⦿ OPTION #1: CERTIFICATION

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

○ OPTION #2: EXEMPTION

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

VENDOR NAME / FINANCIAL INSTITUTION Arakelian Enterprises, Inc., dba Athens Services	BRTC (OR N/A) 0000721614-0002-6
BY (AUTHORIZED SIGNATURE)	TITLE OF THE PERSON SIGNING Senior Executive Vice President
NAME OF THE PERSON SIGNED Gary Clifford	DATE EXECUTED 9/29/2025
CITY APPROVAL (SIGNATURE)	(PRINT NAME)

SECTION H

LIVING WAGE ORDINANCE (LWO)/
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

Arakelian Enterprises, Inc., dba Athens Services
Name of Business

14048 Valley Boulevard, City of Industry, CA 91746
Address



Signature of Authorized Officer or Representative

Gary Clifford
Print Name

Senior Executive Vice President
Title

(626) 934-4619
Telephone Number

SECTION I

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

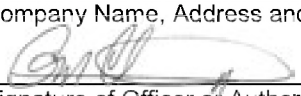
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

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

Arakelian Enterprises, Inc., dba Athens Services | 14048 Valley Boulevard, City of Industry, CA 91746 | (626) 934-4619

Company Name, Address and Phone Number



1/8/2026

Signature of Officer or Authorized Representative — Date

Gary Clifford, Senior Executive Vice President

Print Name and Title of Officer or Authorized Representative

Bureau of Street Services (StreetsLA) — RFP# 215867

Awarding City Department — Contract Number

SECTION J

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: Proposal for Recycling and/or Disposal Services RFP# 215857

CONTRACTOR: Arakelian Enterprises, Inc., dba Athens Services

Gary Clifford, Senior Executive Vice President

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE

1/8/2026

DATE

SECTION K

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)

CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

ARAKELIAN ENTERPRISES INC

9189 DE GARMO AVENUE
SUN VALLEY, CA 91352-2609

9189 DE GARMO AVENUE
SUN VALLEY, CA 91352-2609

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

Business TAX **ISSUED:**11/20/2025

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000721614-0006-9	L048	Miscellaneous Services	07/15/2017	Active

COPY

ISSUED TO

ARAKELIAN ENTERPRISES INC

9189 DE GARMO AVENUE
SUN VALLEY, CA 91352-2609

9189 DE GARMO AVENUE
SUN VALLEY, CA 91352-2609

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

CITY TREASURER
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT – READ REVERSE SIDE

PLEASE READ ALL INFORMATION CAREFULLY

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code
"This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient Occupancy Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the classification of business for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to the Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct any lawful business in an illegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been issued, nor to operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City. **THIS BUSINESS TAX REGISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT.** Any failure to comply with the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for suspension of this certificate."

This certificate is void upon any change of ownership or location. Annual taxes are due and payable January 1st each year and delinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due.

STATE BOARD OF EQUALIZATION NOTICE

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

ARAKELIAN ENTERPRISES INC
METROPOLITAN WASTE DISPOSAL

7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022

7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

Business TAX ISSUED:11/20/2025

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000721614-0007-7	L048	Miscellaneous Services	01/01/2007	Active

COPY

ISSUED TO

ARAKELIAN ENTERPRISES INC
METROPOLITAN WASTE DISPOSAL

7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022

7202 PETTERSON LANE
PARAMOUNT, CA 90723-2022

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

CITY TREASURER
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT – READ REVERSE SIDE

PLEASE READ ALL INFORMATION CAREFULLY

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code
"This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient Occupancy Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the classification of business for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to the Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct any lawful business in an illegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been issued, nor to operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City. **THIS BUSINESS TAX REGISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT.** Any failure to comply with the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for suspension of this certificate."

This certificate is void upon any change of ownership or location. Annual taxes are due and payable January 1st each year and delinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due.

STATE BOARD OF EQUALIZATION NOTICE

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

SECTION L

INTERNAL REVENUE SERVICE (IRS) FORM W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Arakelian Enterprises, Inc.

2 Business name/disregarded entity name, if different from above.

Athens Services

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

14048 Valley Boulevard

6 City, state, and ZIP code

City of Industry, CA 91746

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number

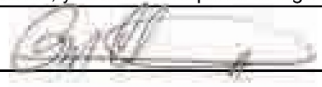
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/8/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT 5

CONTRACTOR'S FACILITIES

ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

The following is the definitive list of all approved facilities to be used by the CONTRACTOR for the performance of the services under this Agreement as of the date of execution.

Facility Name	**Facility Address**	**Has Scales?**
City of Industry MRF	14048 Valley Boulevard, City of Industry, CA 91746	Yes
Crown Recycling Services	9189 De Garmo Avenue, Sun Valley, CA 91352	Yes
Downey Area Recycling and Transfer Facility (D.A.R.T.)	9770 Washburn Road, Downey CA 90241	Yes
Paramount Resource Recycling	7230 Petterson Lane, Paramount, CA 90723	Yes

The addition, removal, or modification of any facility listed in this Exhibit must be approved in writing by the Executive Director and General Manager of StreetsLA. For information on any subsequent updates to this list, please contact the StreetsLA Contract Manager referenced in Article 2.2 of the Agreement.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

CALIFORNIA WASTE SERVICES, LLC

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

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EXHIBITS

Exhibit 1: Insurance Contractual Requirements
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Exhibit 3: Price Adjustments
Exhibit 4: Contracting Compliance Documents
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PERSONAL SERVICES CONTRACT BETWEEN THE CITY OF LOS ANGELES AND CALIFORNIA WASTE SERVICES, LLC

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and California Waste Services, LLC ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, known as California Waste Services, LLC, a partnership, having its principal office at 621 W. 152nd Street, Gardena, CA 90247.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representatives of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Eric Casper, President, Secretary, and Treasurer
  621 West 152nd Street
  Gardena, CA 90247
  (310) 538-5998, ext. 101
  eric@californiawasteservices.com

  John O'Hanlon, Chief Financial Officer
  621 West 152nd Street
  Gardena, CA 90247
  (310) 538-5998
  john@californiawasteservices.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.
Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all other federal, state, regional, county, geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City

	of Los Angeles in manners concerning this Agreement.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	California Waste Services, LLC.
Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.
Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This fill layer is then used for various purposes, such as building foundations, roads, or other improvements.

Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.
RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
RFP	Request for Proposal that solicited this Agreement.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.

StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

This Agreement shall commence upon full execution. The term of this Agreement is for five (5) years with two (2) five-year renewal options, at the CITY'S sole discretion, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (Attachment A) or extended by a duly approved written amendment to this Agreement and signed by the Parties involved.

In addition to the two (2) five-year renewal options, the CITY may elect to extend this Agreement on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this Agreement. The CITY may extend the Agreement on a month-to-month basis prior to the end of the initial five-year term if the CITY elects not to renew, the end of the ten-year term if the CITY elects to renew, or the end of the fifteen-year term if the CITY exercises the first and second five-year renewal options by providing the CONTRACTOR a written notice at least thirty (30) days prior to the expiration of this Agreement.

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for complete and satisfactory performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR will not provide any services, goods or equipment, and the CITY will not pay for services, goods, or equipment provided in excess of the funds appropriated by the CITY for this Agreement.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services

prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services proposed in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White

Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
  - Total gross, tare, and net weight of vehicle delivering debris
  - Type of debris received
  - Unit price per ton
  - Total cost of delivered load
- Facility without scales:
  - Truck type
  - Type of debris received
  - Unit price per truck load
  - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY
5. New or revised Rate Sheet

6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from the CONTRACTOR. The CITY shall review the CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. Payment may be made sooner where cash discounts are offered for early payment.

5.2 COST ADJUSTMENTS

The initial rates shall remain firm for the first 12 months of this Agreement. See Exhibit 2 (Proposed Rate Sheet) and Exhibit 3 (Price Adjustments).

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;
- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site;
- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Contractor's signed certification that the invoice represents a true statement of work completed;

- Additional information as requested by the CITY;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using commercially available software. CITY shall have sole discretion over the selection of the software, determine the period of software usage, and specify the required data to be captured.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

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

The CONTRACTOR shall include a signed attestation with every invoice stating, “Contractor is advised that submission of a false claim for payment to the Department may subject the contractor to liability under the False Claims Act, (California Government Code §§12650 et seq.). The contractor certifies that all work performed or materials provided, or both for which this invoice/bill is submitted is in strict accordance with the terms and conditions of the subject contract between the Department and the contractor.”

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured.

5.6 LOWEST PRICE GUARANTEE

If during the term of this Agreement the CONTRACTOR sells the same goods or services under similar quantity and delivery conditions at prices below those in this Agreement or prices charged to any CITY Department or government entity are lower, such lower prices are to be immediately extended to the CITY. A current price list must be available in the CONTRACTOR'S local office at all times for audit by the CITY.

5.7 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.8 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.9 INVOICE DISPUTES

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment and any required payment of the disputed amount in accordance with existing CITY practices.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

The CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference. The Insurance Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 CONFIDENTIALITY

All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of the services will remain the property of the CITY. All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR and any of its employees during the performance of services are confidential (from now on collectively referred to as "Confidential Information"). The CONTRACTOR agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The CONTRACTOR agrees that all Confidential Information used or reviewed in connection with the CONTRACTOR'S work for the CITY will be used only to carry out CITY business and cannot be used for any other purpose. The CONTRACTOR will be responsible for protecting the confidentiality and maintaining the security of CITY documents and records in its possession.

Any Confidential Information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of services, will be made available to its employees, agents, and Subcontractors (if applicable) only on a need-to-know basis. Further, the CONTRACTOR will provide written instructions to all of its employees, agents, and Subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The CONTRACTOR must not remove Confidential Information or any other documents or information used or reviewed in connection with the CONTRACTOR'S work for the CITY from CITY facilities without prior approval from the CITY. At no cost to the CITY, the CONTRACTOR will, at the conclusion of services, or at the request of the CITY, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the CONTRACTOR during the course of work under the Agreement. The CONTRACTOR will not make or retain copies of any such information, materials or documents. The CONTRACTOR and its employees, agents, and Subcontractors may have access to confidential employee personnel information if approved by the CITY; however, misuse of such information may

adversely affect the subject individual's privacy rights and may violate various federal and state statutes. The CONTRACTOR will implement reasonable and prudent measures to secure personal employee information accessed by its employees, agents, and Subcontractors during the performance of services. The CONTRACTOR will advise its employees, agents, and Subcontractors of this confidentiality requirement.

The CONTRACTOR shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services and shall describe, to the CITY'S satisfaction, the methods which will be used to protect the CITY'S interests and confidentiality of CITY records and information in doing so. The CITY reserves the right to approve any such service provider throughout the term of the Agreement at its sole and absolute discretion.

Any breach of security that occurs through the CONTRACTOR'S website, offices, or network shall require CONTRACTOR to be responsible for notifying the CITY and all parties affected by such breach. CONTRACTOR shall also be responsible for all costs associated with such notification. The CONTRACTOR shall indemnify the CITY for any breaches of its security and the improper disclosure of confidential information.

6.3 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.4 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any

CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.5 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.6 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.7 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.8 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the

LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

6.9 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency

between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the Contracting Authority, the CONTRACTOR, and signed by the City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be facilitated by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to have the CONTRACTOR replace any contract personnel with equally or better-qualified staff upon providing written notice to the CONTRACTOR. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project.

8.7 CONTRACTOR'S ADDRESS

The address provided in this Agreement will be considered the legal address of the CONTRACTOR and will be changed only by written notice to the CITY. The delivery of any communication to the CONTRACTOR personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the CONTRACTOR at such address, will constitute a legal service thereof. Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement must comply with all applicable laws of the United States of America, the State of California, and the CITY.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 PERIODIC INDEPENDENT AUDIT

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the CONTRACTOR and its Subcontractors are conducting CITY business within generally accepted industry standard practices. Each CONTRACTOR will be required to cooperate fully with any external audit.

8.12 FINANCIAL AUDIT

Firms providing services to the CITY will be responsible for the verification of the legitimacy of payments made to service providers and their Subcontractors. The CITY, therefore, reserves the right for the staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

8.13 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.14 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.15 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.16 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.17 CONFLICT OF INTEREST

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

8.18 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section

7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.19 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.20 SEVERABILITY

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

8.21 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

California Waste Services, LLC

**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC):**0000287263-0002-1 & 0000287263-0001-3**

Said Agreement is Number C-_____ of City Contracts.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 5/26 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

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

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

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

PSC-3. TIME OF EFFECTIVENESS

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

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

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

C. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and

D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

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

PSC-7. SUSPENSION

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

PSC-8. TERMINATION

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

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

3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.

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

5. Acts of Moral Turpitude

    a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.

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

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.

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

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

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

PSC-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. ASSIGNMENT AND DELEGATION

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

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

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

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. PERMITS

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

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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

PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract. **CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

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

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. INTELLECTUAL PROPERTY WARRANTY

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

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

"City Data" means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY's** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

"Contractor Materials" means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

"Data Breach" means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

"De-Identified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

"Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

"Security Incident" means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

"Subprocessor" means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY's** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a "Work Product"; collectively, "Work Products"), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.

F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY.**

G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.

H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.

B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.

D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.

E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.

F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.

H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.

J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.

K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.

B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.

D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.

E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. INSURANCE

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

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY.**

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

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

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

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

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.

D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY,** comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

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

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at https://www.rampla.org, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

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

PSC-33. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act ("FACTA"), and the then-current Payment Card Industry Data Security Standards ("PCI DSS"). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST TAX

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

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the annual anniversary of the effective date of the Contract), report the following information to **CITY** via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by **CITY**: **CONTRACTOR's** and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). **CONTRACTOR** shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by **CITY**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: California Waste Services, LLC Date: 07/22/2024

Agreement/Reference: RFP for Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris and Bulky Items

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

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC ***Statutory***

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** Aggregate $4Million- City of LA is required to be named as an additional insured **$2,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

☐ _____

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

___ **Crime Insurance** _____

Other: Sent to Martha Yniguez @ PW Sanitaion
(RAMP #215857)

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris

RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: California Waste Services, LLC

Facility Name: California Waste Services, LLC

Facility Address: 621 West 152nd St., Gardena, CA 90247

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: California Waste Services, LLC

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			**5**	**15**	**18**	**21**
White Goods	n/a	n/a	n/a	n/a	n/a	n/a
Clean Inert Debris	0%	$38.50*	n/a	n/a	n/a	n/a
Mixed Inert Debris	0%	$43.00*	n/a	n/a	n/a	n/a
Clean C&D Debris	n/a	n/a	n/a	n/a	n/a	n/a
Mixed C&D Debris	n/a	$110.00*	n/a	n/a	n/a	n/a
Non-Regular Operating Hours						
White Goods	n/a	n/a	n/a	n/a	n/a	n/a
Clean Inerts Debris	0%	$38.50*	n/a	n/a	n/a	n/a
Mixed Inerts Debris	0%	$43.00	n/a	n/a	n/a	n/a
Clean C&D Debris	n/a	n/a	n/a	n/a	n/a	n/a
Mixed C&D Debris	n/a	$110.00*	n/a	n/a	n/a	n/a

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris

RFP No. 215857

Facility Name: n/a

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		**5**	**15**	**18**	**21**
Inert Debris Disposal Facility or Engineered Fill	n/a	n/a	n/a	n/a	n/a
Inert Debris at Solid Waste Landfill or Transfer Station	n/a	n/a	n/a	n/a	n/a
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	n/a	n/a	n/a	n/a	n/a
Mixed Debris including Street Sweepings	n/a	n/a	n/a	n/a	n/a
Bulky Items	n/a	n/a	n/a	n/a	n/a
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	n/a	n/a	n/a	n/a	n/a
Inert Waste at Solid Waste Landfill or Transfer Station	n/a	n/a	n/a	n/a	n/a
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	n/a	n/a	n/a	n/a	n/a
Mixed Debris including Street Sweepings	n/a	n/a	n/a	n/a	n/a
Bulky Items	n/a	n/a	n/a	n/a	n/a

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: _____% for payment within _____days.

Proposer's Signature: _____ Date: 10/16/25

Print Name: Eric Casper, President.

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris

RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: California Waste Services, LLC

Facility Name: California Waste Services, LLC; CWS-DTLA

Facility Address: 3720 Noakes St., Los Angeles, CA 90023

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
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Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: California Waste Services, LLC

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			**5**	**15**	**18**	**21**
White Goods	n/a	n/a	n/a	n/a	n/a	n/a
Clean Inert Debris	0%	$38.50*	n/a	n/a	n/a	n/a
Mixed Inert Debris	0%	$43.00*	n/a	n/a	n/a	n/a
Clean C&D Debris	n/a	n/a	n/a	n/a	n/a	n/a
Mixed C&D Debris	n/a	$110.00*	n/a	n/a	n/a	n/a
Non-Regular Operating Hours						
White Goods	n/a	n/a	n/a	n/a	n/a	n/a
Clean Inerts Debris	0%	$38.50*	n/a	n/a	n/a	n/a
Mixed Inerts Debris	0%	$43.00	n/a	n/a	n/a	n/a
Clean C&D Debris	n/a	n/a	n/a	n/a	n/a	n/a
Mixed C&D Debris	n/a	$110.00*	n/a	n/a	n/a	n/a

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris

RFP No. 215857

Facility Name: n/a

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		**5**	**15**	**18**	**21**
Inert Debris Disposal Facility or Engineered Fill	n/a	n/a	n/a	n/a	n/a
Inert Debris at Solid Waste Landfill or Transfer Station	n/a	n/a	n/a	n/a	n/a
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	n/a	n/a	n/a	n/a	n/a
Mixed Debris including Street Sweepings	n/a	n/a	n/a	n/a	n/a
Bulky Items	n/a	n/a	n/a	n/a	n/a
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	n/a	n/a	n/a	n/a	n/a
Inert Waste at Solid Waste Landfill or Transfer Station	n/a	n/a	n/a	n/a	n/a
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	n/a	n/a	n/a	n/a	n/a
Mixed Debris including Street Sweepings	n/a	n/a	n/a	n/a	n/a
Bulky Items	n/a	n/a	n/a	n/a	n/a

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: _____% for payment within _____days.

Proposer's Signature: _____ Date: 10/16/25

Print Name: Eric Casper, President.

EXHIBIT 3
PRICE ADJUSTMENTS
CALIFORNIA WASTE SERVICES, LLC

Years 2027 through 2030
Beginning January 1, 2027 and annually thereafter, unless otherwise mutually agreed, the cost per ton rates for the following specific Line Items of Exhibit 2 (Rate Sheet) shall be adjusted annually according to the fixed schedule outlined in the table below for the years 2027 through 2030.

Material	2027 Rate	2028 Rate	2029 Rate	2030 Rate
Mixed Construction and Demolition	$113.00	$117.00	$120.00	$124.00
Mixed Inert Debris Processing	$44.50	$46.00	$47.00	$48.50
Clean Inert Debris Processing	$40.00	$41.00	$42.00	$43.50

Years 2031 through 2040
Beginning on January 1, 2031 the first anniversary of the effective date of this Agreement, and annually thereafter, unless otherwise mutually agreed, the cost per ton rates for all Line Items of Exhibit 2 (Rate Sheet) shall be adjusted to reflect the cumulative changes in the Consumer Price Index for All Urban Consumers (CPI-U) utilizing the All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted, Series (Series ID No. CUURS49ASA0L1E) as published in the U.S. Bureau of Labor Statistics for the entire year prior to the anniversary date but shall not exceed four percent (4.00%). See the Adjustment Rate formula below.

Adjustment Rate (Inflation/Deflation Factor): (B - A) / A * 100

Where:
A = CPI-U for the prior month of the previous contract anniversary date.
B = CPI-U for the prior month of the current contract anniversary date.

If for any reason the CPI-U index is discontinued or the Department of Labor Statistics does not release the CPI-U, then a new series or CPI month will be selected by mutual agreement.

Example:

Previous Contract Anniversary Date: January 1, 2031
Current Contract Anniversary Date: January 1, 2032

Hypothetical CPI-U Rates for Series Index CUURS49ASA0L1E

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2030	281.022	282.124	280.815	280.885	281.340	282.329	283.839	283.752	282.712	283.055	283.873	282.907	282.388	281.419	283.356
2031	282.846	282.860	283.389	286.255	287.323	288.958	290.279	290.327	291.056	292.702	294.154	295.428	288.798	285.272	292.324
2032	298.501	299.588	300.952	302.803	304.024	306.206	306.958	308.463	309.292	310.310	309.578	308.824	305.458	302.012	308.904
2033	312.000	313.159	313.828	316.523	317.110	318.489	317.529	319.163	319.091	318.577	318.392	319.457	316.943	315.185	318.702
2034	323.601	325.020	327.366	328.694	329.313	329.903	330.897	331.692	332.264	332.150	331.515	332.660	329.590	327.316	331.863
2035	335.585	335.558	337.905	339.559	340.141	340.802	341.821	342.329	343.469	-(X)	342.799	342.324	340.208	338.258	342.548
2036	346.089	345.916													

X : Data unavailable due to the 2035 lapse in appropriations

A = CPI-U (CUURS49ASA0L1E) for December 2030 = 282.907
B = CPI-U (CUURS49ASA0L1E) for December 2031 = 295.428

(295.428 - 282.907) / 282.907 * 100 = 4.43% Inflation/Deflation Factor

Rate increases from 2031 through 2040 shall not exceed 4.00%. The 4.43% Inflation Deflation Factor is over 4.00%, therefore the maximum increase is 4.00%

Cost per ton on December 31, 2030 = $100
Cost per ton as of January 1, 2031 = $100 * 1.0400 = $104.00

EXHIBIT 4
CONTRACTING COMPLIANCE DOCUMENTS

CONTRACTOR:
CALIFORNIA WASTE SERVICES, LLC (CWS)

Section	Compliance Document Title
A	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)
B	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)
C	Non-Collusion Affidavit
D	Contractor Responsibility Ordinance Questionnaire
E	Contractor Workforce Information Form (LA Residence Information)
F	Certification of Compliance with Child Support Obligations
G	Iran Contracting Act of 2010 Compliance Affidavit
H	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
I	Contractor Responsibility Ordinance Pledge of Compliance
J	Certification of Compliance with the Americans with Disabilities Act
K	Business Tax Registration Certificate (BTRC)
L	Internal Revenue Service (IRS) Form W-9

SECTION A

BIDDER CERTIFICATION CEC FORM 50 (MUNICIPAL LOBBYING ORDINANCE)

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
RFP # 215857	
Bidder Name: California Waste Services, LLC	
Address: 621 W. 152nd St. Gardena, CA 90247	
Email Address: eric@californiawasteservices.com	Phone Number: (310) 538 - 5998 x 101

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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

Eric Casper
Name


Signature

President
Title

10/16/25
Date

SECTION B

PROHIBITED CONTRIBUTORS (BIDDERS) CEC FORM 55 (CAMPAIGN FINANCE ORDINANCE)

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

[X] **Original Filing** [ ] **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Proposal for Recycling and/or Disposal Services

Awarding Authority (Department awarding the contract): City of Los Angeles Department of Public Works, Bureau of Street Services

Bidder Name: California Waste Services, LLC

Bidder Address: 621 W. 152nd St. Gardena, CA 90247

Bidder Email Address: eric@californiawasteservices.com Bidder Phone Number: (310) 538 - 5998 x101

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
Yes [X] No [ ]

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
Yes [ ] No [X]

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): _____

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Eric Casper
Name

President
Title

Signature

10/16/25
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's 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: Eric Casper Title: President
Address: 621 W. 152nd St. Gardena, CA 90247

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ Check this box if additional Schedule A pages are attached.

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
None
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☐ **No**

* *Each principal's name and title must be identified below. 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: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

SECTION C

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

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

I, Eric Casper, depose and say that I am President ("President," "Vice-President," etc.), of California Waste Services, LLC at 621 West 152nd Street., Gardena, CA 90247 (Insert Name and Address of Organization),

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

Date: October 16th, 2025 (Month, Day, Year) at Gardena, CA (City, State)

(Corporate Seal, if available)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

California Waste Services, LLC			
Business Name			Contractor's License Number
621 West 152nd Street	Gardena	CA	90247
Street Address	City	State	Zip
Eric Casper, President	(310) 538 - 5998 x 101		(310) 538 - 9040
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 Questionnaire dated ____/_____/____ was submitted by the firm.

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: _____/_____/_____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

☒ **Partnership:** Date formed: 04 / 10 / 2001 State of formation: CA

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document) Eric Casper, EMTEE LLC, Steel Partners LTD

☐ **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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

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

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

☐ **Yes** ■ **No**

If **Yes**, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, list 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.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

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

(Use this space. If you need additional space, you can attach a document)

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

■ **Yes** ☐ **No**

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

(Use this space. If you need additional space, you can attach a document)
California Waste Services, LLC

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 24 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

■ Yes ☐ No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. 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.

(Use this space. If you need additional space, you can attach a document)

Dept: Bureau of Street Services; Contact; Melinda Chou (213) 354-3048. Total Amount: $13,000,000.00 per year. Start Date: 01/01/2020, End Date: 12/31/2025. Purpose: This contract extension is for the recycling and/or disposal of inert materials, mixed inert materials, mixed debris, waste debris, white goods, bulky items, and construction and demolition materials generated by the Public Works' Bureau of Street Services (StreetsLA) Citywide Operations; month-to-month extension for 1 year max without a rate increase, effective January 1, 2025.

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

☐ **Yes** ■ **No**

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ **Yes** ■ **No**

If **Yes**, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ **Yes** ■ **No**

(b) Work performance on a contract?

☐ **Yes** ■ **No**

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

■ **Yes** ☐ **No**

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

Name: Alfonso Borja - Claims: Meal and hour rest breaks violation - Filed: 04/01/2023 - Status: Awaiting settlement hearing for Nov. 2025.

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

☐ **Yes** ■ **No**

If **Yes,** explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ **Yes** ■ **No**

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

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

☐ **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 or material misrepresentation?

☐ **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 or material misrepresentation to any governmental entity or public utility?

☐ **Yes** ■ **No**

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I 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.

Electronic Signature:

Eric Casper Digitally signed by Eric Casper Date: 2025.10.22 12:29:23 -07'00'

Signature

10/16/25

Date

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

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

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 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 of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

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

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

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

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

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

STATE ENTITIES

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

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

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

California's Department of Justice

LOCAL ENTITIES

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

OTHERS

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

SECTION E

CONTRACTOR WORKFORCE INFORMATION FORM (LA RESIDENCE INFORMATION)

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: California Waste Services, LLC

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
621 West 152nd Street Gardena, CA 90247 *address is within City of Los Angeles proper, with Gardena postal code	250	100%	

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
621 West 152nd Street Gardena, CA 90247 *address is within City of Los Angeles proper, with Gardena postal code	200	100%	
3720 Noakes St. Los Angeles, CA 90023	50	100%	

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

SECTION F

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that California Waste Services, LLC (Name of Business) will:

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.

I declare under penalty of perjury that the foregoing is true and was executed at:

Gardena, Los Angeles, CA
City/County/State

10/16/25
Date

California Waste Services, LLC	621 West 152nd Street., Gardena, CA 90247
Name of Business	Address
	Eric Casper
Signature of Authorized Officer or Representative	Print Name
President	(310) 538-5998 x 101
Title	Telephone Number

SECTION G

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

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

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

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

◉ OPTION #1: CERTIFICATION

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

○ OPTION #2: EXEMPTION

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

VENDOR NAME/ FINANCIAL INSTITUTION	BTRC (OR N/A)
California Waste Services, LLC	0000287263-0001-3
BY (AUTHORIZED SIGNATURE) Eric Casper Digitally signed by Eric Casper Date: 2025.10.22 12:30:07 -07'00'	TITLE OF THE PERSON SIGNING President
NAME OF THE PERSON SIGNING Eric Casper	DATE EXECUTED 10/16/2025
CITY APPROVAL (SIGNATURE)	(PRINT NAME)

SECTION H

LIVING WAGE ORDINANCE (LWO)/
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

California Waste Services, LLC

Name of Business

621 West 152nd Street., Gardena, CA 90247

Address



Eric Casper

Signature of Authorized Officer or Representative

Print Name

President

(310)538-5998 x 101

Title

Telephone Number

SECTION I

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

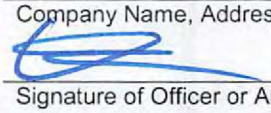
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

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

California Waste Services, LLC 621 W. 152nd St. Gardena, CA 90247 (310) 538-5998

Company Name, Address and Phone Number



Signature of Officer or Authorized Representative

01/20/26

Date

Eric Casper, President

Print Name and Title of Officer or Authorized Representative

Department of Public Works, Bureau of Street Services

Awarding City Department

RFP # 215857

Contract Number

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

SECTION J

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: RFP #: 215857

CONTRACTOR: California Waste Services, LLC

Eric Casper, President

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

01/28/26

DATE

SECTION K

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)

CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

CALIFORNIA WASTE SERVICES LLC
CWS-DTLA

621 W 152ND STREET
GARDENA, CA 90247-2732

3720 NOAKES STREET
LOS ANGELES, CA 90023-3223

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

Business TAX ISSUED:10/06/2022

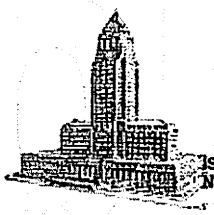
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000287263-0002-1	L048	Miscellaneous Services	06/01/2022	Active

ISSUED TO

CALIFORNIA WASTE SERVICES LLC
CWS-DTLA

621 W 152ND STREET
GARDENA, CA 90247-2732

3720 NOAKES STREET
LOS ANGELES, CA 90023-3223



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION
ISSUED BY:

DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS- Office of Finance P.O. Box 53200 Los Angeles CA 90053-0200
IMPORTANT – READ REVERSE SIDE

PLEASE READ ALL INFORMATION CAREFULLY

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code
"This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient Occupancy Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the classification of business for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to the Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct any lawful business in an illegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been issued, nor to operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City. **THIS BUSINESS TAX REGISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT.** Any failure to comply with the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for suspension of this certificate."

This certificate is void upon any change of ownership or location. Annual taxes are due and payable January 1st each year and delinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due.

STATE BOARD OF EQUALIZATION

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 5/7/2018

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000287263-0001-3	LGR1	GrossReceiptFund/ Class1 Ord 183419	1/1/2007	ACTIVE

CALIFORNIA WASTE SERVICES LLC
CALIFORNIA WASTE SERVICES LLC
621 W 152ND ST
GARDENA CA 90247-2732

ISSUED TO

621 W 152ND STREET
GARDENA, CA 90247-2732



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:

Claire Bartels

DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev. 11/15)

IMPORTANT - READ REVERSE SIDE

SECTION L

INTERNAL REVENUE SERVICE (IRS) FORM W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

[a] **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

California Waste Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) [a] p

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) [a]

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

621 W. 152nd Street

6 City, state, and ZIP code

Gardena, CA 90247

Dept of Public Works, Bureau of Street Svs
1149 S Broadway, Suite 400
Los Angeles, CA 90015

7 List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[redacted]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [a] Sarah Melendez **Date** [a] 01-28-2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,

EXHIBIT 5

CONTRACTOR'S FACILITIES

CALIFORNIA WASTE SERVICES, LLC (CWS)

The following is the definitive list of all approved facilities to be used by the CONTRACTOR for the performance of the services under this Agreement as of the date of execution.

Facility Name	**Facility Address**	**Has Scales?**
California Waste Services, LLC; CWS – South Bay	621 West 152nd St., Gardena, CA 90247	Yes
California Waste Services, LLC; CWS – DTLA	3720 Noakes St., Los Angeles, CA 90023	Yes

The addition, removal, or modification of any facility listed in this Exhibit must be approved in writing by the Executive Director and General Manager of StreetsLA. For information on any subsequent updates to this list, please contact the StreetsLA Contract Manager referenced in Article 2.2 of the Agreement.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

Attachment A: Standard Provisions for City Contracts (Rev. 5/26 [v.1])

EXHIBITS

Exhibit 1: Insurance Contractual Requirements
Exhibit 2: Proposed Rate Sheet
Exhibit 3: (Intentionally left blank)
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PERSONAL SERVICES CONTRACT
BETWEEN THE CITY OF LOS ANGELES AND
CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and Cordova Rentals, Inc. dba Cordova Construction Services ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, known as Cordova Rentals, Inc. dba Cordova Construction Services, a corporation, having its principal office at 12506 Montague St., Pacoima, CA 91331.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representative of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Oscar Cordova, Chief Executive Officer
  12506 Montague Street
  Pacoima, CA 91331
  (818) 896-0509
  oscar@cordovaoffice.com

  With copies to:
  Jennifer Cordova, Director of Operations Manager - Compliance & Reporting
  12506 Montague Street
  Pacoima, CA 91331
  (818) 896-0509
  jennifer@cordovaoffice.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or

by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.
Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all other federal,

	state, regional, county, geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	Cordova Rentals, Inc. dba Cordova Construction Services.
Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.

Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This fill layer is then used for various purposes, such as building foundations, roads, or other improvements.
Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.
RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.

RFP	Request for Proposal that solicited this Agreement.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this Agreement is for five (5) years, effective January 1, 2026, with two (2) five-year renewal options, at the CITY'S sole discretion, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (Attachment A) or extended by a duly approved written amendment to this Agreement and signed by the Parties involved.

In addition to the two (2) five-year renewal options, the CITY may elect to extend this Agreement on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this Agreement. The CITY may extend the

Agreement on a month-to-month basis prior to the end of the initial five-year term if the CITY elects not to renew, the end of the ten-year term if the CITY elects to renew, or the end of the fifteen-year term if the CITY exercises the first and second five-year renewal options by providing the CONTRACTOR a written notice at least thirty (30) days prior to the expiration of this Agreement.

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for complete and satisfactory performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR will not provide any services, goods or

equipment, and the CITY will not pay for services, goods, or equipment provided in excess of the funds appropriated by the CITY for this Agreement.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services proposed in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
    - Total gross, tare, and net weight of vehicle delivering debris
    - Type of debris received
    - Unit price per ton
    - Total cost of delivered load
- Facility without scales:
    - Truck type
    - Type of debris received
    - Unit price per truck load
    - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the

StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY
5. New or revised Rate Sheet
6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from the CONTRACTOR. The CITY shall review the CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. Payment may be made sooner where cash discounts are offered for early payment.

5.2 (Intentionally left blank)

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;

- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site;
- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Contractor's signed certification that the invoice represents a true statement of work completed;
- Additional information as requested by the CITY;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using commercially available software. CITY shall have sole discretion over the selection of the software, determine the period of software usage, and specify the required data to be captured.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (California Government Code §§12650 et seq.), including treble damages, costs

of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

The CONTRACTOR shall include a signed attestation with every invoice stating, "Contractor is advised that submission of a false claim for payment to the Department may subject the contractor to liability under the False Claims Act, (California Government Code §§12650 et seq.). The contractor certifies that all work performed or materials provided, or both for which this invoice/bill is submitted is in strict accordance with the terms and conditions of the subject contract between the Department and the contractor."

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured.

5.6 LOWEST PRICE GUARANTEE

If during the term of this Agreement the CONTRACTOR sells the same goods or services under similar quantity and delivery conditions at prices below those in this Agreement or prices charged to any CITY Department or government entity are lower, such lower prices are to be immediately extended to the CITY. A current price list must be available in the CONTRACTOR'S local office at all times for audit by the CITY.

5.7 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.8 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.9 INVOICE DISPUTES

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment and any required payment of the disputed amount in accordance with existing CITY practices.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

The CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference. The Insurance Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 CONFIDENTIALITY

All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of the services will remain the property of the CITY. All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR and any of its employees during the performance of services are confidential (from now on collectively referred to as “Confidential Information”). The CONTRACTOR agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The CONTRACTOR agrees that all Confidential Information used or reviewed in connection with the CONTRACTOR'S work for the CITY will be used only to carry out CITY business and cannot be used for any other purpose. The CONTRACTOR will be responsible for protecting the confidentiality and maintaining the security of CITY documents and records in its possession.

Any Confidential Information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of services, will be made available to its employees, agents, and Subcontractors (if applicable) only on a need-to-know basis. Further, the CONTRACTOR will provide written instructions to all of its employees, agents, and Subcontractors,

with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The CONTRACTOR must not remove Confidential Information or any other documents or information used or reviewed in connection with the CONTRACTOR'S work for the CITY from CITY facilities without prior approval from the CITY. At no cost to the CITY, the CONTRACTOR will, at the conclusion of services, or at the request of the CITY, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the CONTRACTOR during the course of work under the Agreement. The CONTRACTOR will not make or retain copies of any such information, materials or documents. The CONTRACTOR and its employees, agents, and Subcontractors may have access to confidential employee personnel information if approved by the CITY; however, misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and state statutes. The CONTRACTOR will implement reasonable and prudent measures to secure personal employee information accessed by its employees, agents, and Subcontractors during the performance of services. The CONTRACTOR will advise its employees, agents, and Subcontractors of this confidentiality requirement.

The CONTRACTOR shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services and shall describe, to the CITY'S satisfaction, the methods which will be used to protect the CITY'S interests and confidentiality of CITY records and information in doing so. The CITY reserves the right to approve any such service provider throughout the term of the Agreement at its sole and absolute discretion.

Any breach of security that occurs through the CONTRACTOR'S website, offices, or network shall require CONTRACTOR to be responsible for notifying the CITY and all parties affected by such breach. CONTRACTOR shall also be responsible for all costs associated with such notification. The CONTRACTOR shall indemnify the CITY for any breaches of its security and the improper disclosure of confidential information.

6.3 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner

("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.4 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.5 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.6 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.7 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.8 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

6.9 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the Contracting Authority, the CONTRACTOR, and signed by the City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be facilitated by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to have the CONTRACTOR replace any contract personnel with equally or better-qualified staff upon providing written notice to the CONTRACTOR. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project.

8.7 CONTRACTOR'S ADDRESS

The address provided in this Agreement will be considered the legal address of the CONTRACTOR and will be changed only by written notice to the CITY. The delivery of any communication to the CONTRACTOR personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the CONTRACTOR at such address, will constitute a legal service thereof. Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement must comply with all applicable laws of the United States of America, the State of California, and the CITY.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 PERIODIC INDEPENDENT AUDIT

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the CONTRACTOR and its Subcontractors are conducting CITY business within generally accepted industry standard practices. Each CONTRACTOR will be required to cooperate fully with any external audit.

8.12 FINANCIAL AUDIT

Firms providing services to the CITY will be responsible for the verification of the legitimacy of payments made to service providers and their Subcontractors. The CITY, therefore, reserves the right for the staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

8.13 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.14 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.15 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.16 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.17 CONFLICT OF INTEREST

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

8.18 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section 7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.19 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.20 SEVERABILITY

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

8.21 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

Cordova Rentals, Inc. dba Cordova Construction Services

**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC): **0000829957-0001-4**

Said Agreement is Number C-_____ of City Contracts.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 5/26 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

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

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

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

PSC-3. TIME OF EFFECTIVENESS

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

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

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

C. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and

D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

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

PSC-7. SUSPENSION

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

PSC-8. TERMINATION

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

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

3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.

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

5. Acts of Moral Turpitude

    a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

    b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.

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

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.

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

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

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

PSC-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. ASSIGNMENT AND DELEGATION

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

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

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

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. PERMITS

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

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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

PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

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

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract. **CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

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

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. INTELLECTUAL PROPERTY WARRANTY

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

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

"City Data" means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY's** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

"Contractor Materials" means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

"Data Breach" means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

"De-Identified Data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

"Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

"Security Incident" means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

"Subprocessor" means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY's** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a "Work Product"; collectively, "Work Products"), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY's** ownership of rights provided herein.

C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.

F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY.**

G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.

H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.

B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.

D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.

E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.

F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.

H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.

J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.

K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.

B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.

D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.

E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. INSURANCE

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

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY.**

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

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

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

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

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.

D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY,** comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

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

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement ("RAMP") at https://www.rampla.org, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-32. CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

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

PSC-33. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act ("FACTA"), and the then-current Payment Card Industry Data Security Standards ("PCI DSS"). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST TAX

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

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY's** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, "Confidential Information") are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY's** Confidential Information without **CITY's** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the annual anniversary of the effective date of the Contract), report the following information to **CITY** via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by **CITY**: **CONTRACTOR's** and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). **CONTRACTOR** shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by **CITY**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: Cordova Rentals, Inc. dba Cordova Construction Services Date: 07/22/2024

Agreement/Reference: RFP for Recycling and/or Disposal of Inert Materials, Mixed Inert Materials, Mixed Debris, Waste Debris and Bulky Items

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

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC ***Statutory***

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** Aggregate $4Million- City of LA is required to be named as an additional insured **$2,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☐ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

☐ _____

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

___ **Crime Insurance** _____

Other: Sent to Martha Yniguez @ PW Sanitaion
(RAMP #215857)

EXHIBIT 2

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Proposer shall complete a separate Proposed Rate Sheet for each disposal facility that will be included in their proposal.

Proposer's Business Name: Cordova Rentals Inc. DBA Cordova Construction Services

Facility Name: Cordova Construction

Facility Address: 12506 Montague Street Pacoima. CA 91331

Does this facility have scales? Yes

Instructions:

1. All fields should be filled in or state "N/A" if not applicable. DO NOT LEAVE ANY FIELDS BLANK.
2. To facilitate the City's need for disposal services during emergencies or disaster operations, Proposer shall ensure this facility is able to serve the City during Non-Regular Operating Hours.

Materials Definitions
(Excludes electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals)

White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Clean Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, or concrete and other inert materials.
Mixed Inert Debris	Consisting of more than one inert material that exceeds the proposed percentage of acceptable mixture or contamination.
Clean C&D Debris	Consisting mainly of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Bulky Items	Consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc..
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from City streets and alleys, and street sweepings.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, and any time on Sundays and Holidays.

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Corona Construction

PROCESSING AND RECYCLING						
Regular Operating Hours						
	Percentage of Acceptable Mixture or Contamination	Cost Per Ton	Cost per Truck Load			
			Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type			**5**	**15**	**18**	**21**
White Goods	0%	$20 /ton	N/A	N/A	N/A	N/A
Clean Inert Debris	50%	$45 /ton	$450	$600	$650	N/A
Mixed Inert Debris	50%	$45 /ton	$450	$600	$650	N/A
Clean C&D Debris	50%	$150 /ton	N/A	N/A	N/A	N/A
Mixed C&D Debris	50%	$150 /ton	N/A	N/A	N/A	N/A
Non-Regular Operating Hours						
White Goods	0%	$100 /ton	N/A	N/A	N/A	N/A
Clean Inerts Debris	50%	$55 /ton	N/A	N/A	N/A	N/A
Mixed Inerts Debris	50%	$55 /ton	N/A	N/A	N/A	N/A
Clean C&D Debris	50%	$200 /ton	N/A	N/A	N/A	N/A
Mixed C&D Debris	50%	$200 /ton	N/A	N/A	N/A	N/A

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Facility Name: Cordova Construction

DISPOSAL					
Regular Operating Hours					
	Cost Per Ton	Cost per Truck Load			
		Bobtail	10-wheeler	12-wheeler or Semi-End Dump	18-wheeler or Live Bottom Trailer
Estimated Load Tonnage per Truck Type		**5**	**15**	**18**	**21**
Inert Debris Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Debris at Solid Waste Landfill or Transfer Station	$45 /TON	$450	$600	$650	N/A
Inert Debris at Solid Waste Landfill for use as Alternative Daily Cover (ADC) or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$150 /TON	$1,000	$1,000	$1,000	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A
Non-Regular Operating Hours					
Inert Waste Disposal Facility or Engineered Fill	N/A	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill or Transfer Station	$55 /TON	N/A	N/A	N/A	N/A
Inert Waste at Solid Waste Landfill, Use Inert Material for ADC or Winter Deck	N/A	N/A	N/A	N/A	N/A
Mixed Debris including Street Sweepings	$200 /TON	N/A	N/A	N/A	N/A
Bulky Items	N/A	N/A	N/A	N/A	N/A

Proposed Rate Sheet

for the Recycling and/or Disposal Services of Clean and Mixed Inert Debris, Clean and Mixed Construction and Demolition Debris, Bulky Items, White Goods, and Mixed Debris
RFP No. 215857

Payment Discount Terms:
Payment terms are Net 30 days unless the proposer quotes cash discount terms in the box below. The proposer agrees to offer the City any payment discount term that is offered to its best customers and apply such discount to payments made that meet the payable discount terms.

Cash discounts offered for payment less than 25 days or 25th Proximo will not be considered by the City when evaluating proposals. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the materials and/or service, or from the date of receipt of the invoice, whichever is latest. Partial payments may be made by the City upon receipt of the Contractor's invoice. The City reserves the right to withhold payment until a copy of the Delivery Ticket, Removal Ticket, and Truck Dump/Weighing Tickets are received from the Contractor.

Payment Discount Offered to the City: 0 % for payment within 0 days.

Proposer's Signature: _____ Date: 02/20/26

Print Name: Jennifer Conlon

EXHIBIT 4
CONTRACTING COMPLIANCE DOCUMENTS

CONTRACTOR:
CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES

Section	Compliance Document Title
A	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)
B	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)
C	Non-Collusion Affidavit
D	Contractor Responsibility Ordinance Questionnaire
E	Contractor Workforce Information Form (LA Residence Information)
F	Certification of Compliance with Child Support Obligations
G	Iran Contracting Act of 2010 Compliance Affidavit
H	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
I	Contractor Responsibility Ordinance Pledge of Compliance
J	Certification of Compliance with the Americans with Disabilities Act
K	Business Tax Registration Certificate (BTRC)
L	Internal Revenue Service (IRS) Form W-9

SECTION A

BIDDER CERTIFICATION CEC FORM 50 (MUNICIPAL LOBBYING ORDINANCE)

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____. Date of Last Amendment _____.

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
215857	Bureau of Street Services
Bidder Name	
CORDOVA CONSTRUCTION	
Address	
12506 MONTAGUE ST PACOIMA, CA 91331	
Email Address	**Phone Number**
jennifer@cordovaoffice.com	818-896-0509

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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than $25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least $100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

OSCAR CORDOVA	Oscar Cordova
Name	Signature
CEO	10/22/2025
Title	Date

SECTION B

PROHIBITED CONTRIBUTORS (BIDDERS) CEC FORM 55 (CAMPAIGN FINANCE ORDINANCE)

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or RAMP): 215857 Date Bid Submitted: 10/22/2025

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Recycling and/or Disposal Services of Clean and Mixed Inert Debris,Clean and Mixed Construction and Demolition Debris, Bulky Items,White Goods, and Mixed Debris

Awarding Authority (Department awarding the contract): Department of Public Works, Bureau of Street Services

Bidder Name: CORDOVA CONSTRUCTION

Bidder Address: 12506 MONTAGUE ST PACOIMA CA 91331

Bidder Email Address: JENNIFER@CORDOVAOFFICE.COM Bidder Phone Number: 818-896-0509

Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A — Bidder's Principals** *(check one)*
   The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6).
   At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*
   Yes ☑ No ☐

2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)*
   The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*
   Yes ☑ No ☐

3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 3

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Oscar Cordova
Name

Oscar Cordova
Signature

CEO, Owner
Title

10/22/25
Date

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's 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: OSCAR CORDOVA Title: CEO

Address: 12506 MONTAGUE ST PACOIMA, CA 91331

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth $100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name

OSCAR CORDOVA

Subcontractor's Address

12506 MONTAGUE ST PACOIMA CA 91331

Please check one of the following options:

This subcontractor has one or more principals. ☐ **Yes*** ☑ **No**

* *Each principal's name and title must be identified below. 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: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

SECTION C

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

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

I, Oscar Cordova, depose and say that I am

president, of Cordova Rentals Inc,

("President," "Vice-President," etc.) (Insert Name and Address of Organization)

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

Date: 10/22/2025 at Pacoima, CA

(Month, Day, Year) (City, State)

(Corporate Seal, if available)

I certify under penalty of perjury that the foregoing is correct.

Oscar Cor

(Signature)

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

CORDOVA RENTALS INC			
Business Name			Contractor's License Number
12506 MONTAGUE ST	PACOIMA	CA	91331
Street Address	City	State	Zip
JENNIFER CORDOVA, MANAGER	818-896-0509		818-896-1450
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 Questionnaire dated ____/_____/____ was submitted by the firm.

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.

[x] **Corporation**: Date incorporated: 03 /21 /2025 State of incorporation: CA

List the corporation's current officers.

President: OSCAR CORDOVA

Vice President: _____

Secretary: _____

Treasurer: _____

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

OSCAR CORDOVA

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

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ **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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

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

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

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

☒ **Yes** ☐ **No**

If **Yes**, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document) COMPANY RESTRUCTURED INTO DIFFERENT LLC'S.ORIGINALLY JUST CORDOVA CONSTRUCTION SERVICES INC.NEW LLC'S AFFILIATED:OJJ HOLDINGS, CORDOVA WASTE MANAGEMENT,CORDOVA CONSTRUCTION SERVICES,CORDOVA RENTALS, CORDOVA ROLL OFF, CORDOVA HAULING, CORDOVA WASTE DISPOSAL,CORDOVA WASTE SERVICES,CORDOVA CONCRETE,CORDOVA DEMOLITION,CORDOVA TRUCK RENTALS,CORDOVA EQUIPMENT RENTALS.ALL ABOVE ARE LLC'S.

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

☐ **Yes** ■ **No**

If **Yes**, list 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.

(Use this space. If you need additional space, you can attach a document)

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

■ **Yes** ☐ **No**

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

(Use this space. If you need additional space, you can attach a document)
CORDOVA CONSTRUCTION SERVICES,INC. THE NAME WAS THE ORIGINAL NAME SINCE ITS INCORPORATION IN 1994, WAS CONVERTED OUT IN MARCH 2025 DUE TO THE STRUCTURE CHANGE

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

☐ **Yes** ■ **No**

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

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 31 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☐ Yes ■ No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. 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.

(Use this space. If you need additional space, you can attach a document)

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

☐ **Yes** ■ **No**

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ **Yes** ■ **No**

If **Yes**, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

☐ Yes ■ No

(b) Work performance on a contract?

☐ Yes ■ No

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

■ Yes ☐ No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)
FREDY ROLDAN, WRONFGUL TERMINATION, SETTLED AND AWAITING DISMISAL,
MILTON HERNANDEZ, WRONGFUL TERMINATION, NEW CLAIM OPENED

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

☐ Yes ■ No

If **Yes,** explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

☐ Yes ■ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

☐ Yes ■ No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ **Yes** ■ **No**

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

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

☐ **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 or material misrepresentation?

☐ **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 or material misrepresentation to any governmental entity or public utility?

☐ **Yes** ■ **No**

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

☐ **Yes** ■ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I 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.

Electronic Signature:

	10/22/2025
Signature	*Date*

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

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

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 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 of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

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

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

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

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

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

STATE ENTITIES

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

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

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

California's Department of Justice

LOCAL ENTITIES

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

OTHERS

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

SECTION E

CONTRACTOR WORKFORCE INFORMATION FORM (LA RESIDENCE INFORMATION)

CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: Cordova Rentals Inc

I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
12506 Montague St	60	100%	100%

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

II. City of Los Angeles Branch Offices Information:
Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
N/A			

* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

SECTION F

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Cordova Rentals Inc 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.

I declare under penalty of perjury that the foregoing is true and was executed at:

Pacoima, Los Angeles, CA
City/County/State

10/22/25
Date

Cordova Rentals Inc 12806 Montague St Pacoima, CA 91331
Name of Business Address

Jennifer Cordova
Signature of Authorized Officer or Representative Print Name

Manager 818 896 0589
Title Telephone Number

SECTION G

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed)		*BTRC (or n/a)*
Cordova Rentals Inc		82957-0001-4
By (Authorized Signature)		
Print Name and Title of Person Signing		
Jennifer Cordova, manager		
Date Executed	*City Approval (Signature)*	*(Print Name)*
10/22/25		

OPTION #2: EXEMPTION

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

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

SECTION H

LIVING WAGE ORDINANCE (LWO)/
SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)

City of Los Angeles

COMPLIANCE WITH THE LIVING WAGE ORDINANCE

Return this document with the Proposal/Bid Response

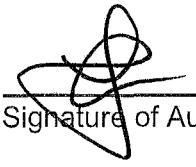
By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

Cordova Rentals Inc

Name of Business

12506 Montague St Pacoima CA 91331

Address



Jennifer Cordova

Signature of Authorized Officer or Representative — Print Name

Manager

Title

818 896 0509

Telephone Number

SECTION I

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

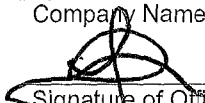
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

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

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

CORDOVA RENTALS INC 12506 MONTAGUE ST PACOIMA CA 91331 818-896-0509

Company Name, Address and Phone Number



10/22/2025

Signature of Officer or Authorized Representative — Date

JENNIFER CORDOVA, MANAGER

Print Name and Title of Officer or Authorized Representative

Dept. of Public Works — RFP 215857

Awarding City Department — Contract Number

SECTION J

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: REP. 215857

CONTRACTOR: Cordova Rentals Inc

Jennifer Cordova Manager
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

10/22/25
DATE

SECTION K

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)

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

12506 MONTAGUE STREET
PACOIMA, CA 91331-2124

**********AUTO**ALL FOR AADC 913 30
CORDOVA CONSTRUCTION SERVICES INC 7295
12506 MONTAGUE ST
PACOIMA CA 91331-2124

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 10/30/2021

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000829957-0001-4	L188	CONTRACTOR	3/1/1994	ACTIVE

CORDOVA CONSTRUCTION SERVICES INC
12506 MONTAGUE ST
PACOIMA CA 91331-2124

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED TO

12506 MONTAGUE STREET
PACOIMA, CA 91331-2124



"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

ISSUED BY:

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - OFFICE OF FINANCE, P.O. BOX 53200, LOS ANGELES CA 90053-0200

FORM 2000 (Rev. 07/20) IMPORTANT - READ REVERSE SIDE

SECTION L

INTERNAL REVENUE SERVICE (IRS) FORM W-9

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cordova Rentals, INC

2 Business name/disregarded entity name, if different from above
Cordova Construction

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12506 Montague st

Requester's name and address (optional)

6 City, state, and ZIP code
Pacoima, CA 91331

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ Queen Cordova	Date ▶ 06/18/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EXHIBIT 5

CONTRACTOR'S FACILITIES

CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES

The following is the definitive list of all approved facilities to be used by the CONTRACTOR for the performance of the services under this Agreement as of the date of execution.

Facility Name	**Facility Address**	**Has Scales?**
Cordova Construction	12506 Montague St., Pacoima, CA 91331	Yes

The addition, removal, or modification of any facility listed in this Exhibit must be approved in writing by the Executive Director and General Manager of StreetsLA. For information on any subsequent updates to this list, please contact the StreetsLA Contract Manager referenced in Article 2.2 of the Agreement.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

Attachment A: Standard Provisions for City Contracts (Rev. 5/26 [v.1])

EXHIBITS

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Exhibit 3: Price Adjustments and Additional Costs
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PERSONAL SERVICES CONTRACT
BETWEEN THE CITY OF LOS ANGELES AND
USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and USA Waste of California, Inc. dba Waste Management ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, known as USA Waste of California, Inc. dba Waste Management, a corporation, having its principal office at 9081 Tujunga Avenue, Sun Valley, CA 93152.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representative of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Michael S. Hammer, Director and President - Southern California
  2255 N. Ontario Street, Suite 350
  Burbank, CA 91504
  (661) 910-0415
  mhammer@wm.com

  Mark Grady, Vice President
  2255 N. Ontario Street, Suite 350
  Burbank, CA 91504
  (781) 241-3365
  mgrady1@wm.com

With copies to:
Daryl Littenberg, Industrial Account Executive
2255 N. Ontario Street, Suite 350
Burbank, CA 91504
(310) 707-5144
dlittenb@wm.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein and executed by both parties.

Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles in manners concerning this Agreement.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	USA Waste of California, Inc. dba Waste Management.

Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.
Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This fill layer is then used for various purposes, such as building foundations, roads, or other improvements.
Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.

RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
RFP	Request for Proposal that solicited this Agreement.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
Unpermitted Waste	Material that (a) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by Applicable Law; (b) is or contains regulated hazardous waste; (c) is or contains any special waste, infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or toxic substances, as defined pursuant to or listed or regulated under Applicable Law (d) wastes under the control of the Nuclear Regulatory Commission; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include

and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this Agreement shall be for five (5) years, effective January 1, 2026, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (Attachment A).

Upon expiration of the initial five (5)-year term, this Agreement may be renewed for one additional five (5)-year term only upon mutual written agreement of the CITY and the CONTRACTOR, subject to approval in accordance with applicable CITY requirements.

The renewal for this Agreement shall be mutually agreed upon. The CITY shall provide the CONTRACTOR with written notice confirming any agreed-upon renewal at least thirty (30) days prior to the expiration of the Agreement, and the parties shall continue to perform in accordance with the terms and conditions of this Agreement during all renewal periods.

Nothing herein shall be construed to limit the CITY's right to terminate this Agreement as provided under PSC-8 (Termination).

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for complete and satisfactory performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR will not provide any services, goods or equipment, and the CITY will not pay for services, goods, or equipment provided in excess of the funds appropriated by the CITY for this Agreement.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted by the CITY. CONTRACTOR shall be compensated for such services in accordance with Article 5.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of

the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude Unpermitted Waste, such as electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services proposed in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a

monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4')

high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY that deliver material under this Agreement.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number

- Facility with scales:
  - Total gross, tare, and net weight of vehicle delivering debris
  - Type of debris received
  - Unit price per ton
  - Total cost of delivered load
- Facility without scales:
  - Truck type
  - Type of debris received
  - Unit price per truck load
  - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY
5. New or revised Rate Sheet
6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered in accordance with this Agreement, to the reasonable satisfaction of the CITY, and upon presentation of a proper invoice from the CONTRACTOR. The CITY shall review the CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value within forty-five (45) days after the date of the invoice. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. Payment may be made sooner where cash discounts are offered for early payment.

5.2 COST ADJUSTMENTS AND ADDITIONAL COSTS

The initial rates shall remain firm for the first 12 months of this Agreement. See Exhibit 2 (Proposed Rate Sheet) and Exhibit 3 (Price Adjustments and Additional Costs). Beginning on January 1, 2027, and annually thereafter, the rates shall be adjusted in accordance with Exhibit 3.

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a

form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;
- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site as provided by driver;
- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Pass-Through and Extraordinary Costs shall be billed as separate line items on the invoice. These charges shall not be included in the base unit cost.

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager as required by this Agreement.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using commercially available software. CITY shall have sole discretion over the selection of the software, determine the period of software usage, and specify the required data to be captured.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (California Government Code §§12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim. CONTRACTOR warrants and represents that it shall not submit a false claim for payment to the CITY.

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole

discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured provided CITY's changes do not result in any additional costs to CONTRACTOR.

5.6 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.7 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.8 INVOICE DISPUTES

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment and any required payment of the disputed amount in accordance with existing CITY practices.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

Except for PSC-19 (Intellectual Property Warranty), PSC-21 (Ownership and License), PSC-22 (Data Protection), PSC-30 (Business Inclusion Program), and PSC-34 (Compliance with Identity Theft Laws and Payment Card Data Security Standards), the CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference, to the extent they are applicable to Contractor's services under this Agreement. The Insurance Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by

the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.3 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.4 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.5 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.6 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.7 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

6.8 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26) [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the Contracting Authority and signed by the CONTRACTOR and City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be facilitated by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to request the CONTRACTOR replace any contract personnel with equally or better-qualified staff who has materially failed to perform the services in accordance with this Agreement and such failure remains uncured after written notice and a reasonable opportunity to cure. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project, whose approval shall not be unreasonably withheld or delayed.

8.7 CONTRACTOR'S ADDRESS

Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of California, without reference to its conflicts of law principles.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.12 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.13 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.14 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.15 CONFLICT OF INTEREST

The CITY may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of the CITY'S Departments, or agencies is, at any time while the Agreement or any extension/renewal of the Agreement is in effect, an employee of any other party of the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from

the CITY is received by all Parties to the Agreement, unless the notice specifies a later time.

8.16 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section 7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.17 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.18 SEVERABILITY

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

8.19 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party. Under no circumstances shall CONTRACTOR be liable for or take title to Unpermitted Waste.

8.20 CITY LIABILITY

Subject to CITY review and approval, which shall not be unreasonably withheld, CITY shall reimburse the CONTRACTOR's costs of cleaning up, removing, transporting, and disposing Unpermitted Waste delivered to any of the Facilities, with proper supporting documentation, and any fines and penalties assessed against CONTRACTOR, provided the CONTRACTOR is able to demonstrate that the CITY delivered such Unpermitted Waste.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

USA Waste of California, Inc. dba Waste Management

**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC): **0000383631-0001-7**

Said Agreement is Number C-_____of City Contracts.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

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PERSONAL SERVICES CONTRACT
BETWEEN THE CITY OF LOS ANGELES AND
ARAKELIAN ENTERPRISES, INC. DBA ATHENS SERVICES

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and Arakelian Enterprises, Inc. dba Athens Services ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, Arakelian Enterprises, Inc. dba Athens Services, a corporation, having its principal office at 14048 Valley Boulevard, City of Industry, CA 91746.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representatives of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Gary Clifford, Senior Executive Vice President
  14048 Valley Boulevard
  City of Industry, CA 91746
  (626) 934-4619
  gclifford@athensservices.com

  With copes to:
  Robert Zaratsian, Vice President of Business Development
  12303 Montague Street
  Pacoima, CA 91331
  (626) 855-7283
  RZaratsian@athensservices.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein as mutually agreed upon by the parties in accordance with Section 8.1.
Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All applicable statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all

	other federal, state, regional, county, geographic areas known as the City of Los Angeles.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	Arakelian Enterprises, Inc. dba Athens Services.
Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.
Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This

	fill layer is then used for various purposes, such as building foundations, roads, or other improvements.
Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/ Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that does not undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination specified in Exhibit 2.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.
RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
RFP	Request for Proposal that solicited this Agreement.

Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this Agreement is for five (5) years, effective January 1, 2026, with one (1) five-year renewal option, at the CITY'S sole discretion, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (Attachment A) or extended by a duly approved written amendment to this Agreement and signed by the Parties involved.

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for complete and satisfactory performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR shall have no obligation to provide any services, goods or equipment, and the CITY will not pay for services, goods, or equipment in excess of the not to exceed amount specified in Section 3.2 of this Agreement unless otherwise agreed upon by the Parties.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted by the CITY. CONTRACTOR shall be compensated for such services in accordance with Article 5.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval, which shall not be unreasonably conditioned, delayed, or denied, and made in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services specified in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities as defined herein. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement except to the extent otherwise approved by the CITY.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material

delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck

tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
    - Total gross, tare, and net weight of vehicle delivering debris
    - Type of debris received
    - Unit price per ton
    - Total cost of delivered load
- Facility without scales:
    - Truck type
    - Type of debris received
    - Unit price per truck load
    - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY
5. New or revised Rate Sheet
6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services, unless otherwise agreed upon by the Parties. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager, which shall not be unreasonably denied, delayed, or withheld. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered in accordance with this Agreement, to the satisfaction of the CITY, and upon presentation of an invoice from the CONTRACTOR prepared and submitted in accordance with Section 5.4. The CITY shall promptly review and approve undisputed items on the CONTRACTOR'S invoice and notify CONTRACTOR of any disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. CITY's approval of an invoice shall not be unreasonably denied, delayed, or withheld. Payment may be made sooner where cash discounts are offered for early payment.

5.2 COST ADJUSTMENTS

The initial rates shall remain firm for the first 12 months of this Agreement. See Exhibit 2 (Proposed Rate Sheet) and Exhibit 3 (Price Adjustments and Additional Costs). Beginning on January 1, 2026, and annually thereafter, the rates shall be adjusted in accordance with Exhibit 3.

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;

- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site;
- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Contractor's signed certification that the invoice represents a true statement of work completed;
- Additional information as requested by the CITY;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using Haulhub software. CITY shall have sole discretion over the selection of the software, determine the required period of software usage, and specify the required data to be captured, provided however, that if the CITY elects to require different software during the term of the Agreement, the CONTRACTOR, may apply for an Extraordinary Cost adjustment consistent with Exhibit 3.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

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

The CONTRACTOR shall include a signed attestation with every invoice stating, "Contractor is advised that submission of a false claim for payment to the

Department may subject the contractor to liability under the False Claims Act, (California Government Code §§12650 et seq.). The contractor certifies that all work performed or materials provided, or both for which this invoice/bill is submitted is in strict accordance with the terms and conditions of the subject contract between the Department and the contractor."

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured.

5.6 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.7 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.8 INVOICE DISPUTES

The Parties shall make good-faith efforts to resolve disputed invoice matters through discussions between the CITY'S and CONTRACTOR'S authorized representative before pursuing formal remedies under the Agreement or applicable law.

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such

payment and any required payment of the disputed amount in accordance with existing CITY practices and applicable law.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

The CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference. The Insurance Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.3 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.4 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.5 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.6 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.7 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a

link has effectively been made between the applicant's criminal history and the duties of the job position.

6.8 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the CITY, the CONTRACTOR, and signed by the City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be facilitated by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to have the CONTRACTOR replace any contract personnel with equally or better-qualified staff upon providing written notice to the CONTRACTOR. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project.

8.7 CONTRACTOR'S ADDRESS

The address provided in this Agreement will be considered the legal address of the CONTRACTOR and will be changed only by written notice to the CITY. The delivery of any communication to the CONTRACTOR personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the CONTRACTOR at such address, will constitute a legal service thereof. Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement must comply with all applicable laws of the United States of America, the State of California, and the CITY.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 PERIODIC INDEPENDENT AUDIT

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the CONTRACTOR and its Subcontractors are conducting CITY business within generally accepted industry standard practices. Each CONTRACTOR will be required to cooperate fully with any external audit.

8.12 FINANCIAL AUDIT

Firms providing services to the CITY will be responsible for the verification of the legitimacy of payments made to service providers and their Subcontractors. The CITY, therefore, reserves the right for the staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures related to payments made in connection with CONTRACTOR'S performance of this Agreement.

8.13 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.14 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.15 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.16 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.17 CONFLICT OF INTEREST

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

8.18 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section 7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.19 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.20 SEVERABILITY

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

8.21 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with Applicable Law, for all damages to the CITY to the extent caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation
By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

Arakelian Enterprises, Inc. dba Athens Services

**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC):**0000721614-0006-9 & 0000721614-0007-7**

Said Agreement is Number C-_____.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

CALIFORNIA WASTE SERVICES, LLC

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

Attachment A: Standard Provisions for City Contracts (Rev. 5/26 [v.1])

EXHIBITS

Exhibit 1: Insurance Contractual Requirements
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Exhibit 4: Contracting Compliance Documents
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PERSONAL SERVICES CONTRACT BETWEEN THE CITY OF LOS ANGELES AND CALIFORNIA WASTE SERVICES, LLC

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and California Waste Services, LLC ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, known as California Waste Services, LLC, a partnership, having its principal office at 621 W. 152nd Street, Gardena, CA 90247.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representatives of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Eric Casper, President, Secretary, and Treasurer
  621 West 152nd Street
  Gardena, CA 90247
  (310) 538-5998, ext. 101
  eric@californiawasteservices.com

  John O'Hanlon, Chief Financial Officer
  621 West 152nd Street
  Gardena, CA 90247
  (310) 538-5998
  john@californiawasteservices.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.
Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all other federal, state, regional, county, geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City

	of Los Angeles in manners concerning this Agreement.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	California Waste Services, LLC.
Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.
Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This fill layer is then used for various purposes, such as building foundations, roads, or other improvements.

Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.
RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.
RFP	Request for Proposal that solicited this Agreement.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.

StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this Agreement is for five (5) years with one (1) five-year renewal option, at the CITY'S sole discretion, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (Attachment A) or extended by a duly approved written amendment to this Agreement and signed by the Parties involved.

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for complete and satisfactory performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR will not provide any services, goods or equipment, and the CITY will not pay for services, goods, or equipment provided in excess of the funds appropriated by the CITY for this Agreement.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified and accepted by the CITY. CONTRACTOR shall be compensated for such services in accordance with Article 5.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services proposed in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor

of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
    - Total gross, tare, and net weight of vehicle delivering debris
    - Type of debris received
    - Unit price per ton
    - Total cost of delivered load
- Facility without scales:
    - Truck type
    - Type of debris received
    - Unit price per truck load
    - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY
5. New or revised Rate Sheet
6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from the CONTRACTOR. The CITY shall review the CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. Payment may be made sooner where cash discounts are offered for early payment.

5.2 COST ADJUSTMENTS

The initial rates shall remain firm for the first 12 months of this Agreement. See Exhibit 2 (Proposed Rate Sheet) and Exhibit 3 (Price Adjustments).

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date
- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;
- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site;
- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Contractor's signed certification that the invoice represents a true statement of work completed;

- Additional information as requested by the CITY;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using commercially available software. CITY shall have sole discretion over the selection of the software, determine the period of software usage, and specify the required data to be captured.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

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

The CONTRACTOR shall include a signed attestation with every invoice stating, “Contractor is advised that submission of a false claim for payment to the Department may subject the contractor to liability under the False Claims Act, (California Government Code §§12650 et seq.). The contractor certifies that all work performed or materials provided, or both for which this invoice/bill is submitted is in strict accordance with the terms and conditions of the subject contract between the Department and the contractor.”

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured.

5.6 LOWEST PRICE GUARANTEE

If during the term of this Agreement the CONTRACTOR sells the same goods or services under similar quantity and delivery conditions at prices below those in this Agreement or prices charged to any CITY Department or government entity are lower, such lower prices are to be immediately extended to the CITY. A current price list must be available in the CONTRACTOR'S local office at all times for audit by the CITY.

5.7 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.8 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.9 INVOICE DISPUTES

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment and any required payment of the disputed amount in accordance with existing CITY practices.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

The CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference. The Insurance Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 CONFIDENTIALITY

All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of the services will remain the property of the CITY. All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR and any of its employees during the performance of services are confidential (from now on collectively referred to as "Confidential Information"). The CONTRACTOR agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The CONTRACTOR agrees that all Confidential Information used or reviewed in connection with the CONTRACTOR'S work for the CITY will be used only to carry out CITY business and cannot be used for any other purpose. The CONTRACTOR will be responsible for protecting the confidentiality and maintaining the security of CITY documents and records in its possession.

Any Confidential Information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of services, will be made available to its employees, agents, and Subcontractors (if applicable) only on a need-to-know basis. Further, the CONTRACTOR will provide written instructions to all of its employees, agents, and Subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The CONTRACTOR must not remove Confidential Information or any other documents or information used or reviewed in connection with the CONTRACTOR'S work for the CITY from CITY facilities without prior approval from the CITY. At no cost to the CITY, the CONTRACTOR will, at the conclusion of services, or at the request of the CITY, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the CONTRACTOR during the course of work under the Agreement. The CONTRACTOR will not make or retain copies of any such information, materials or documents. The CONTRACTOR and its employees, agents, and Subcontractors may have access to confidential employee personnel information if approved by the CITY; however, misuse of such information may

adversely affect the subject individual's privacy rights and may violate various federal and state statutes. The CONTRACTOR will implement reasonable and prudent measures to secure personal employee information accessed by its employees, agents, and Subcontractors during the performance of services. The CONTRACTOR will advise its employees, agents, and Subcontractors of this confidentiality requirement.

The CONTRACTOR shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services and shall describe, to the CITY'S satisfaction, the methods which will be used to protect the CITY'S interests and confidentiality of CITY records and information in doing so. The CITY reserves the right to approve any such service provider throughout the term of the Agreement at its sole and absolute discretion.

Any breach of security that occurs through the CONTRACTOR'S website, offices, or network shall require CONTRACTOR to be responsible for notifying the CITY and all parties affected by such breach. CONTRACTOR shall also be responsible for all costs associated with such notification. The CONTRACTOR shall indemnify the CITY for any breaches of its security and the improper disclosure of confidential information.

6.3 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.4 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any

CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.5 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.6 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.7 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.8 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the

LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

6.9 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency

between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the Contracting Authority, the CONTRACTOR, and signed by the City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be facilitated by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to have the CONTRACTOR replace any contract personnel with equally or better-qualified staff upon providing written notice to the CONTRACTOR. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project.

8.7 CONTRACTOR'S ADDRESS

The address provided in this Agreement will be considered the legal address of the CONTRACTOR and will be changed only by written notice to the CITY. The delivery of any communication to the CONTRACTOR personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the CONTRACTOR at such address, will constitute a legal service thereof. Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement must comply with all applicable laws of the United States of America, the State of California, and the CITY.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 PERIODIC INDEPENDENT AUDIT

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the CONTRACTOR and its Subcontractors are conducting CITY business within generally accepted industry standard practices. Each CONTRACTOR will be required to cooperate fully with any external audit.

8.12 FINANCIAL AUDIT

Firms providing services to the CITY will be responsible for the verification of the legitimacy of payments made to service providers and their Subcontractors. The CITY, therefore, reserves the right for the staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

8.13 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.14 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.15 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.16 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.17 CONFLICT OF INTEREST

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

8.18 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section

7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.19 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.20 SEVERABILITY

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

8.21 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

California Waste Services, LLC

**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC):**0000287263-0002-1 & 0000287263-0001-3**

Said Agreement is Number C-_____ of City Contracts.

CONTRACT NO. C- _____

PERSONAL SERVICES CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

AND

CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES

FOR

RECYCLING AND/OR DISPOSAL SERVICES OF CLEAN AND MIXED INERT DEBRIS, CLEAN AND MIXED CONSTRUCTION AND DEMOLITION DEBRIS, BULKY ITEMS, WHITE GOODS, AND MIXED DEBRIS

IN

COUNCIL DISTRICT: ALL

City of Los Angeles
Department of Public Works

Bureau of Street Services, Street Renewal Division
https://streetsla.lacity.org/

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

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ATTACHMENTS

Attachment A: Standard Provisions for City Contracts (Rev. 5/26 [v.1])

EXHIBITS

Exhibit 1: Insurance Contractual Requirements
Exhibit 2: Proposed Rate Sheet
Exhibit 3: (Intentionally left blank)
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PERSONAL SERVICES CONTRACT
BETWEEN THE CITY OF LOS ANGELES AND
CORDOVA RENTALS, INC. DBA CORDOVA CONSTRUCTION SERVICES

This Agreement is made and entered into by and between the City of Los Angeles ("CITY"), a municipal corporation, acting by and through its Board of Public Works, Bureau of Street Services ("StreetsLA") and Cordova Rentals, Inc. dba Cordova Construction Services ("CONTRACTOR"), with reference to the following:

WITNESSETH

WHEREAS, StreetsLA has determined the need to secure a contractor to provide efficient and cost-effective recycling and/or disposal services for various types of debris; and

WHEREAS, the required services include the recycling and/or disposal of clean and mixed inert debris, clean and mixed construction and demolition debris, white goods, bulky items, and mixed debris; and

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

WHEREAS, pursuant to Los Angeles City Charter Section 1022, on August 22, 2024, the Personnel Department determined that a 1022 Determination was not required because the services do not include a labor component as the CITY does not own or operate recycling facilities or landfills; and

WHEREAS, on September 3, 2025, the Board of Public Works authorized StreetsLA to distribute a Request for Proposals ("RFP") and to negotiate an Agreement with a qualified proposer for the recycling and/or disposal services of clean and mixed inert debris, clean and mixed construction and demolition debris, bulky items, white goods, and mixed debris; and

WHEREAS, pursuant to Charter Section 372, RFP (No. 215857) was publicly advertised on September 4, 2025, and a proposal from CONTRACTOR was received by the October 22, 2025 deadline; and

WHEREAS, CONTRACTOR has demonstrated qualifications to perform said services and, based on the evaluation criteria set forth in the RFP and compliance with contract requirements, was rated by CITY staff as a responsive, responsible bidder; and

WHEREAS, the CITY and the CONTRACTOR are desirous of executing this Agreement to perform said services; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the CITY and the CONTRACTOR (each a "Party" and collectively, the "Parties") hereby covenant, represent, and agree as follows:

[Remainder of page left intentionally blank]

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural. Use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used.

ARTICLE 2 – INTRODUCTION

In 1989, the State of California enacted Assembly Bill 939 (AB 939) entitled the California Integrated Waste Management Act. It requires localities to reduce the amounts of solid waste being disposed of in landfills by 25% by the year 1995 and 50% by the year 2000. Pursuant to AB 939, the CITY has prepared a Source Reducing and Recycling Element (SRRE) with strategies to reduce, re-use, recycle and compost solid waste debris. Per Mayor Garcetti's Green New Deal adopted in 2019, the City set targets to increase the landfill diversion rate to 90% by 2025, 95% by 2035, and 100% by 2050.

StreetsLA is responsible for maintaining City sidewalks and managing the repair, reconstruction, and cleaning of the City's street network – the largest municipal street system in the nation, encompassing 23,000 lane miles and 800 miles of alleys. As part of this work, StreetsLA generates debris that must be properly recycled or disposed of.

In the course of repairing and reconstructing streets and sidewalks, StreetsLA generates Clean Inert and Mixed Inert Debris consisting mainly of asphalt pavement, concrete, rebar/wire mesh, sand/dirt, rock, brick, or combination thereof.

While the majority of inert asphalt debris generated by the CITY is recycled into new asphalt by the CITY and its Reclaimed Asphalt Concrete vendor, the CITY generates additional asphaltic inerts that cannot be processed at the asphalt plants and thus require special handling for recycling and/or disposal.

Additionally, StreetsLA may also collect other recyclable or waste debris at project locations, such as appliances, furniture, street sweepings, and miscellaneous waste debris.

2.1 PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

- The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

- The CONTRACTOR, known as Cordova Rentals, Inc. dba Cordova Construction Services, a corporation, having its principal office at 12506 Montague St., Pacoima, CA 91331.

2.2 REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- The representative for the CITY shall be, unless otherwise stated in this Agreement:

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

  With copies to:
  Martha Yniguez, Senior Management Analyst I
  Department of Public Works, Bureau of Street Services
  1149 S Broadway, Suite 400
  Los Angeles, CA 90015
  Email: bss.contract@lacity.org
  Phone: (213) 543-9282

- The representative of the CONTRACTOR shall be, unless otherwise stated in the Agreement:

  Oscar Cordova, Chief Executive Officer
  12506 Montague Street
  Pacoima, CA 91331
  (818) 896-0509
  oscar@cordovaoffice.com

  With copies to:
  Jennifer Cordova, Director of Operations Manager - Compliance & Reporting
  12506 Montague Street
  Pacoima, CA 91331
  (818) 896-0509
  jennifer@cordovaoffice.com

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be affected by email, personal delivery, or

by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

All letters pertaining to this Agreement, except those letters pertaining to invoices, packing lists, and bills of lading written to StreetsLA after execution of this Agreement shall show the Agreement Number and Title and shall be addressed to the Contract Administrator as follows:

Martha Yniguez, Senior Management Analyst I
Bureau of Street Services
1149 S Broadway, Suite 400
Los Angeles, CA 90015

Re: Contract No. C-_____
Recycling and/or Disposal Services

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed for either Party, written notice shall be given, in accordance with this section.

2.3 DEFINITIONS

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

Agreement	This written agreement covering the performance of services and the furnishing of labor, materials, supervision, and equipment in the performance of the service. This Agreement shall include the specifications, together with any special provisions thereof including addendums. Also, any and all supplements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.
Alternative Daily Cover (ADC)	Refers to material, other than earthen material, used to cover the active face of a landfill at the end of each workday. The daily cover helps to manage waste, reduce odors, prevent scavenging, and control other potential issues like fire hazards and disease transmission.
Applicable Law	All statutes, rules, regulations, permits, requirements, or orders of the United States, State of California, City and County of Los Angeles and all other federal,

	state, regional, county, geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
AQMD	Air Quality Management District
Board	The Board of Public Works of the CITY.
Bulky Items	Items removed from CITY streets and alleys that are too large for normal trash containers, consisting mainly of beds, chairs, couches/sofas, desks, cabinets, bookcases, dressers, other household furniture, ladders, fences, gates, doors, carpets, etc.
Calendar Day	Each day beginning at 12:01 AM and ending 24 hours thereafter at 12:00 AM midnight.
CITY	The City of Los Angeles, Board of Public Works, or its subordinate Bureaus. The term CITY may refer to the geographic area known as the City of Los Angeles, the City Council, other City Departments, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this Agreement.
Clean Inert Debris	Consisting mainly of Inert Debris at or under the proposed percentage of acceptable mixture or contamination.
Clean Construction and Demolition (C&D) Debris	Consisting mainly of construction and demolition material at or under the proposed percentage of acceptable mixture or contamination.
C&D Debris	Consisting of cement, lumber, drywall, roofing debris, ceramic tile, pipe, glass, flooring, associated packing, or other similar C&D debris.
CONTRACTOR	Cordova Rentals, Inc. dba Cordova Construction Services.
Day(s)	Unless otherwise designated, any reference to Day or Days shall be Calendar Days.
Department	A department of the CITY.

Engineered Fill	Non-hazardous debris, like broken concrete, asphalt, and other Inert Debris, are disposed of in a controlled manner to create a stable, engineered fill layer. This fill layer is then used for various purposes, such as building foundations, roads, or other improvements.
Holidays	The CITY recognizes the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Farmworkers Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus/Indigenous People's Day; Veteran's Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. These CITY holidays apply to all operations and services.
Inert Debris	Consisting of debris that doesn't undergo significant chemical, physical, or biological transformation and is not harmful to the environment or human health. This may include clean dirt, asphalt, brick, sand, rock, or concrete and other inert materials.
LAAC	Los Angeles Administrative Code
LACC	Los Angeles City Charter
LAMC	Los Angeles Municipal Code
Mixed C&D Debris	Consisting of more than one C&D material that exceeds the proposed percentage of acceptable mixture or contamination.
Mixed Debris	Consisting of any mixture of organic and inorganic debris, including, but not limited to, rubbish removed from CITY streets and alleys, and Street Sweepings.
Mixed Inert Debris	Consisting of more than one inert material that surpasses the proposed percentage of acceptable mixture or contamination.
Non-Regular Operating Hours	4:31 p.m. to 6:59 a.m. Mondays through Saturdays, Sundays, or Holidays.
RAMP	Regional Alliance Marketplace for Procurement at https://www.rampla.org/s/.
Regular Operating Hours	7:00 a.m. to 4:30 p.m. Mondays through Saturdays.

RFP	Request for Proposal that solicited this Agreement.
Street Sweepings	Consisting of organic and inorganic debris collected by CITY street sweepers, such as leaves, dirt, and small pieces of trash.
StreetsLA	The Bureau of Street Services of the CITY, which is the primary CITY department responsible for administering this Agreement.
Subcontractor	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR.
White Goods	Consisting mainly of large home appliances such as stoves, refrigerators, freezers, dishwashers, washing machines, dryers, air conditioners and other metal appliances.
Winter Deck	Asphalt utilized at landfill locations to support heavy trucks during wet weather.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms "include and "including" do not exclude items not enumerated that are in the same general class.

2.4 CONDITIONS PRECEDENT TO EXECUTION OF THIS AGREEMENT

The CONTRACTOR shall complete and submit the requirements in Exhibit 4 (Contracting Compliance Documents) prior to Agreement execution.

ARTICLE 3 – TERM AND SERVICES TO BE PROVIDED

3.1 TERM OF CONTRACT AND TIME OF EFFECTIVENESS

The term of this Agreement is for five (5) years, effective January 1, 2026, with one (1) five-year renewal option, at the CITY'S sole discretion, unless terminated as provided under PSC-8 (Termination) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]]) (Attachment A) or extended by a duly approved written amendment to this Agreement and signed by the Parties involved.

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

A. The CONTRACTOR has obtained the CITY'S approval of the documents identified in Section 2.4 (Conditions Precedent to Execution of this Agreement);

B. This Agreement has been approved by the Mayor, City Council, and by the Board, officer, or employee authorized to give such approval;

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

D. This Agreement has been signed by the Office of the City Attorney;

E. This Agreement 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 Agreement; and

F. This Agreement has been attested by the City Clerk.

3.2 COST CEILING

The CONTRACTOR understands and agrees that services will be provided on an as needed basis and this Agreement does not guarantee that any or all funds will be expended. The CITY shall pay to the CONTRACTOR as compensation for complete and satisfactory performance of the terms of this Agreement an amount not to exceed $14,000,000 total for the initial five-year term. The foregoing amount represents the cost ceiling of this Agreement, unless amended and approved pursuant to the LACC and LAAC.

3.3 LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO THE CONTRACTOR

Notwithstanding any other provision of this Agreement with the CONTRACTOR, the CITY'S obligation to make payments under this Agreement will be limited to the current appropriation(s) for that purpose. If the CITY appropriates additional funds for this Agreement, the CITY's payment obligations will be expanded to the extent of such appropriation(s), subject to the terms and conditions of this Agreement. The CONTRACTOR will not provide any services, goods or equipment, and the CITY will not pay for services, goods, or equipment provided in excess of the funds appropriated by the CITY for this Agreement.

3.4 RATIFICATION CLAUSE

Due to the need for the CONTRACTOR'S services to be provided upon commencement of the term, the CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those

services are hereby ratified and accepted by the CITY. CONTRACTOR shall be compensated for such services in accordance with Article 5.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THE CONTRACTOR

4.1 CONTRACTOR'S PERFORMANCE OF WORK

The CONTRACTOR shall perform all work as required in accordance with the terms and conditions specified in this Agreement.

All work, tasks, and/or deliverables are subject to StreetsLA approval in accordance with Exhibit 2 (Proposed Rate Sheet). Failure to receive approval of the aforementioned may result in the withholding of compensation for such work pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

The CONTRACTOR'S performance of the work under this Agreement must not interfere unnecessarily with the operation of StreetsLA or any other Department.

4.2 SCOPE OF WORK

This Agreement does not guarantee a particular volume of business. The volume of business is predicated on a number of factors. The CITY shall request services on an as needed basis, which may fluctuate from time to time.

On March 5, 2010, the Los Angeles City Council adopted a report pertaining to a Citywide Construction and Demolition (C&D) Waste Recycling Ordinance that requires ALL Mixed C&D Debris waste generated within CITY limits shall be taken to CITY-certified C&D waste processors (see Council File 09-3029). All haulers and contractors responsible for handling C&D waste must obtain a Private Waste Hauler Permit from the CITY'S Bureau of Sanitation (LASAN) prior to collecting, hauling, and transporting C&D waste.

The following specifications were developed in accordance with the CITY'S Source Reduction and Recycling Element (SRRE) and waste management policies to reuse and recycle, to the greatest extent feasible prior to disposal to landfills, debris generated through CITY operations, in light of operation and budgetary needs.

4.2.1 CONTRACTOR'S FACILITIES

All debris types are defined in Section 2.3 (Definitions) of this Agreement. Debris shall exclude electronic waste, biological/medical waste, or hazardous waste such as automotive fluids, batteries, paint, or chemicals.

The CONTRACTOR shall provide services to CITY at facilities listed in Exhibit 5 (Contractor's Facilities) for the services proposed in Exhibit 2 (Proposed Rate Sheet).

4.2.2 FACILITY TYPES

Eligible facility types may include, but are not limited to, Clean Inerts Debris Processing and Recycling Facility, Mixed Inerts Debris Processing and Recycling Facility, White Goods Processing and Recycling Facility, C&D Processing and Recycling Facility, and Other Disposal Facilities. However, authorization to utilize a specific facility is limited to those facilities expressly proposed, evaluated, and awarded under this Agreement.

4.2.2.1 Clean Inerts Debris Processing and Recycling Facility

A Clean Inert Debris Processing and Recycling Facility shall be capable of receiving and processing inert materials. If the CONTRACTOR utilizes this type of facility, the percentage of acceptable mixture or contamination will be included in the Proposed Rate Sheet(s) (Exhibit 2). Clean Inert Debris taken to this facility will be used to manufacture crushed miscellaneous base or new concrete. The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.2 Mixed Inerts Debris Processing and Recycling Facility

A Mixed Inert Debris Processing and Recycling Facility shall be capable of and have the resources to receive, separate, and process any type of inert materials. If the CONTRACTOR utilizes this type of facility, these materials will consist of more than one inert material that exceeds the percentage of acceptable mixture or contamination in the Proposed Rate Sheet(s) (Exhibit 2). The facility must be a CITY-Certified Construction and Demolition Waste Processor with a facility recycling rate of at least sixty-five percent (65%).

4.2.2.3 White Goods Processing and Recycling Facility

A White Goods Processing and Recycling Facility shall be capable of receiving and processing White Goods into usable materials and waste products. The usable material must be taken to a facility that will use it as feed stock in a manufacturing process. The White

Goods recycling facility is required to submit a monthly statement to the appropriate CITY department the number of tons of material delivered to it and the number of tons of usable material taken from it to other facilities for use as feed stock.

4.2.2.4 C&D Processing and Recycling Facility

A C&D Processing and Recycling Facility shall be capable of receiving, sorting, processing, and recycling C&D Debris and be a CITY-certified Processor, with a recycling rate of at least sixty-five percent (65%), during the entire Agreement term if selected. The C&D Processing and Recycling Facility is required to submit a monthly statement to the appropriate CITY department detailing the type and number of tons of material delivered to it and the type and number of tons of usable material taken from it.

4.2.2.5 Other Disposal Facilities

A disposal facility shall be capable of receiving at least one of the following types of debris.

A. Inert Debris

This debris will include a mixture of dirt, asphalt, brick, and concrete, with or without rebar, sand, and rock.

1. Inert Debris taken to an inert waste disposal facility or an Inert Debris Engineered Fill operation will require a separate price quote. This debris may not contain trash, vegetation, or wood.

2. Inert Debris taken to a solid waste landfill or transfer station for landfilling will require a separate price quote.

3. Inert Debris taken to a solid waste landfill for use as ADC or Winter Deck will require a separate price quote. This material may not contain trash.

B. Mixed Debris

Mixed Debris is any mixture of organic and inorganic material including debris and rubbish removed from CITY

streets, alleys, and lots. In addition, Mixed Debris would include Street Sweepings (excluding hazardous materials).

C. Bulky Items

A Bulky Item Disposal Facility shall be capable of receiving and processing Bulky Items that are defined as the items removed from CITY streets and alleys that are too large for normal trash containers.

4.2.3 CONTRACTOR'S HOURS OF OPERATION

The CONTRACTOR shall be required to provide clearly visible signs with the following minimum dimensions of eight feet (8') wide by four feet (4') high at each site/facility. The sign shall list the days and hours of operation. Each sign shall be clearly visible to the public and displayed at any and all entrances to the site.

4.2.3.1 Regular Operating Hours

The CITY requires that the regular hours of operation of a disposal site(s)/facility(ies) shall be from 7:00 a.m. to 4:30 p.m. Pacific Standard Time (PST), Monday through Saturday (referred to as Regular Operating Hours).

4.2.3.2 Non-Regular Operating Hours

Service requested during Non-Regular Operating Hours shall be made either verbally or in writing to arrange hours of operations and accommodate the CITY'S needs. Non-Regular Operating Hours are from 4:31 p.m. to 6:59 a.m. (PST), Monday through Saturday, and anytime on Sundays and Holidays.

4.2.4 SCALES

4.2.4.1 Use of Scales

The use of scales for weighing truck load deliveries is preferred in determining the net weight of each truck load received at the CONTRACTOR'S site(s)/facility(ies). The actual net weight of the legal full truckload is the basis for consideration in calculations of rates/prices.

4.2.4.2 Scales at Site(s)/Facility(ies)

At site(s)/facility(ies) equipped with scales, the CONTRACTOR shall weigh all truck loads and calculate rates on a cost-per-ton basis. At site(s)/facility(ies) where scales are not available, the cost-per-truck-load rate/price will be utilized. Exhibit 5 (Contractor's Facilities) indicates which facilities have scales.

4.2.5 SITE CLOSURE AND/OR INOPERABLE

In the event of inclement weather or if a site becomes inoperable, closes, or cannot be used by the CITY, the CONTRACTOR'S manager/supervisor of that site/facility must notify, within two hours, the appropriate staff of the CITY of such operational problem and/or closure.

4.2.6 VOLUME OF TRUCK AND SIZE OF FACILITY

The CONTRACTOR'S facility(ies) shall have the capability to safely accommodate and handle the volume of hauling trucks as needed during Regular Operating Hours and Non-Regular Operating Hours.

4.2.7 DELIVERIES

Deliveries will be made by the CITY, including CITY-contracted vendors, to the facility determined to be most appropriate and efficient as determined by the CITY, which may or may not be the closest facility. Deliveries will generally be made utilizing bobtails, 10-wheelers, 12-wheelers, 18-wheelers, semi-end dump trucks, and live bottom trailers owned by, leased by, or under contract with the CITY.

The CITY makes no guarantee as to the actual number of deliveries or actual/estimated tonnage per delivery and reserves the right to deliver materials to more than one site/facility or more than one contracted vendor in any workday. CONTRACTOR'S facility(ies) shall process CITY-delivered debris expeditiously in order to minimize standing time and truck delays. The CONTRACTOR shall provide a tarp stand for all trucks owned, leased by, or under contract with the CITY.

4.2.8 ARRIVAL INSTRUCTIONS

The CONTRACTOR shall have assigned personnel at the entrance gate(s)/scale(s) of the site/facility who will receive the trucks and give instructions and directions to truck operators on the site's logistics and documentation required for each truck-load delivery. The entrance gate(s)/scale(s) station personnel shall give the truck operation instructions and information to record the daily truck report at the time of the arrival.

4.2.9 TRUCK LOAD WEIGHING AND TICKETS

4.2.9.1 Truck Load Weighing

For each truck load delivery, the CONTRACTOR'S personnel at the entrance gate/station shall obtain from the truck operator the truck

tare weight, and then compute and record the truck-load's gross and net weight on the Truck Dump/Weighing Ticket.

4.2.9.2 Tickets

The CONTRACTOR shall provide to the truck driver, for each truck load, a Dump/Weight ticket which furnishes the following:

- Weight ticket number
- Date and time of truck load delivery
- Job Work Order, Task number, and Crew number (obtained from the driver)
- Truck number and license plate number
- Facility with scales:
    - Total gross, tare, and net weight of vehicle delivering debris
    - Type of debris received
    - Unit price per ton
    - Total cost of delivered load
- Facility without scales:
    - Truck type
    - Type of debris received
    - Unit price per truck load
    - Total cost per load delivered
- Driver's printed name and signature

Any ticket with incorrect/missing information and/or signature may lead to delays in payment or refusal of payment.

4.2.10 REPORTS

StreetsLA reports disposal and recycling data to LASAN and other agencies. To assist StreetsLA in the submission of these reports, the CONTRACTOR shall be required to submit a monthly accounting report of the tonnage of debris received, landfilled, recycled and/or reused, and its final use or disposal.

4.3 FACILITY CHANGES

The CONTRACTOR may, from time to time, propose changes to the facilities listed in Exhibit 5 (Contractor's Facilities) by submitting a written request to the StreetsLA representatives listed in Subsection 2.2 (Representatives of the Parties and Service of Notices). This request must include all necessary documentation for the proposed new, replacement, or eliminated facility and/or services, including the following.

1. Facility Name
2. Facility Address
3. Services no longer available at facility
4. Services available to the CITY
5. New or revised Rate Sheet
6. Reason for the change

Rates for new or revised services shall not exceed the rates in Exhibit 2 (Proposed Rate Sheet) for like services. Any new or replacement facility utilized by the CONTRACTOR for the performance of services under this Agreement must meet all specifications and requirements detailed in Subsection 4.2 (Scope of Work) and Subsection 6.7 (Licenses, Permits, and Regulations).

The addition or removal of a facility shall be effective only upon the written approval of the StreetsLA Executive Director and General Manager. Any such change, when approved in writing by the StreetsLA Executive Director and General Manager, shall not be deemed a formal amendment or modification to this Agreement pursuant to Section 8.1 (Amendments, Modifications, and Change Orders) or PSC-4 (Integrated Contract/Amendment) of the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), provided the change is only to the facilities listed in Exhibit 5 (Contractor's Facilities) and does not impact the contracted rates in Exhibit 2 (Proposed Rate Sheet).

ARTICLE 5 – COMPENSATION AND INVOICING

5.1 COMPENSATION

The CITY will approve invoices for payment only after all services described are delivered to the satisfaction of the CITY, and upon presentation of a proper invoice from the CONTRACTOR. The CITY shall review the CONTRACTOR'S invoice and notify CONTRACTOR of exemptions or disputed items and their dollar value. The CITY'S payment terms are payment within thirty (30) days upon CITY'S approval of invoice. Payment may be made sooner where cash discounts are offered for early payment.

5.2 (Intentionally left blank)

5.3 MONTHLY STATEMENTS

The CONTRACTOR shall submit to StreetsLA a monthly statement for the preceding month's delivery of materials received from CITY. The monthly statement shall include:

- Invoice number
- Invoice date

- Total invoice amount
- Attach all invoices listed on the statement as supporting documentation.

5.4 INVOICING

The CONTRACTOR shall only invoice for actual work performed and submit to the CITY an original plus one electronic copy of an invoice in a format acceptable to the CITY no more than once each week. Invoices shall be prepared in such a form and supported by such copies as invoices, tickets, or of other documents of proof as the CITY may reasonably require. A separate invoice shall be generated for each work order number, task number, or crew number per day. In addition, separate invoices shall be generated for vendor-hauled, CITY-hauled loads, or accessorial charges.

All paper and electronic invoices shall be subject to audit.

The CONTRACTOR shall submit all invoices, unless directed otherwise by the CITY to:

Department of Public Works, Bureau of Street Services
Financial Management Division
Attention: Accounts Payable
1149 S. Broadway, 4th Floor, Suite 400
Los Angeles, CA 90015

The CONTRACTOR is required to submit invoices that conform to the CITY standards and include, at a minimum, the following information:

- Be submitted on the CONTRACTOR'S letterhead;
- Include the name and address of the CONTRACTOR;
- Authorized facility representative's contact number;
- Include the name and address of the CITY Department being billed;
- Contract number;
- Invoice number and date;
- Period invoiced with beginning and ending date;
- CITY work order number for the project site from which the debris was generated;
- Dates and times for each truck load delivery;
- Dump/weight ticket number;
- Truck load by gross, tare, and net weight (facilities with scales);
- Unit price per ton (facility with scales);
- Vehicle Type (facility without scales);
- Load Unit price by vehicle type (facility without scales);
- The Work Order Number, Task Number, and Crew Number of the job;
- Location of the job site;

- Total price for each truck load delivery;
- Total tonnage and truck loads for period invoiced;
- Total amount for period invoiced;
- Contractor's signed certification that the invoice represents a true statement of work completed;
- Additional information as requested by the CITY;
- Include payment terms, total due, and due date;
- Include discount and terms (if applicable); and
- Remittance Address (if different from the CONTRACTOR'S address);

Invoices shall be submitted within 30 days of service, or monthly. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY manager.

In addition to the required paper billings, the CONTRACTOR may be required to provide data as specified by the CITY in an electronic format using commercially available software. CITY shall have sole discretion over the selection of the software, determine the period of software usage, and specify the required data to be captured.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the CONTRACTOR under penalty of perjury that the information submitted is true and correct.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

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

The CONTRACTOR shall include a signed attestation with every invoice stating, "Contractor is advised that submission of a false claim for payment to the Department may subject the contractor to liability under the False Claims Act, (California Government Code §§12650 et seq.). The contractor certifies that all work performed or materials provided, or both for which this invoice/bill is

submitted is in strict accordance with the terms and conditions of the subject contract between the Department and the contractor."

5.5 E-TICKETING

The CITY is in the process of implementing an e-ticketing system for tracking and documenting the delivery and acceptance of materials in real time utilizing special software and/or mobile application. Using an e-ticketing system eliminates paper waste, enables the CITY and CONTRACTOR to instantaneously and automatically share materials data (thereby improving efficiency and productivity), increase safety at job sites by eliminating the need for the collection of paper tickets near traffic, as well as simplifying contract administration and invoicing.

The CONTRACTOR will be required to utilize an e-ticketing software of the CITY'S choosing, at no additional cost to the CITY. The CITY shall have sole discretion over the selection of the software to be used, the time period for usage of the software, and the required data to be captured.

5.6 LOWEST PRICE GUARANTEE

If during the term of this Agreement the CONTRACTOR sells the same goods or services under similar quantity and delivery conditions at prices below those in this Agreement or prices charged to any CITY Department or government entity are lower, such lower prices are to be immediately extended to the CITY. A current price list must be available in the CONTRACTOR'S local office at all times for audit by the CITY.

5.7 PRICE REDUCTION

If the CONTRACTOR at any time during the course of this Agreement 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 price decrease.

5.8 LATE CHARGES

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of an interest late charges, or penalties incurred by the CONTRACTOR from any Subcontractor or supplier for any equipment, materials, products, services, etc. provided under this Agreement.

5.9 INVOICE DISPUTES

In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such

payment and any required payment of the disputed amount in accordance with existing CITY practices.

ARTICLE 6 – STANDARD PROVISIONS AND ADDITIONAL REQUIREMENTS

6.1 STANDARD PROVISIONS FOR CITY CONTRACTS

The CONTRACTOR agrees to, and shall comply with, the Standard Provisions for City Contracts (Rev. 5/26 [v.1]), which is attached hereto as Attachment A and incorporated herein by reference. The Insurance Contractual Requirements are incorporated as Exhibit 1 of Attachment A, Standard Provisions for City Contracts (Rev. 5/26 [v.1]).

6.2 CONFIDENTIALITY

All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of the services will remain the property of the CITY. All documents, records, and information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR and any of its employees during the performance of services are confidential (from now on collectively referred to as "Confidential Information"). The CONTRACTOR agrees not to provide Confidential Information, nor disclose their content or any information contained in it, either orally or in writing, to any other person or entity. The CONTRACTOR agrees that all Confidential Information used or reviewed in connection with the CONTRACTOR'S work for the CITY will be used only to carry out CITY business and cannot be used for any other purpose. The CONTRACTOR will be responsible for protecting the confidentiality and maintaining the security of CITY documents and records in its possession.

Any Confidential Information provided by the CITY to the CONTRACTOR, or accessed or reviewed by the CONTRACTOR, during the performance of services, will be made available to its employees, agents, and Subcontractors (if applicable) only on a need-to-know basis. Further, the CONTRACTOR will provide written instructions to all of its employees, agents, and Subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The CONTRACTOR must not remove Confidential Information or any other documents or information used or reviewed in connection with the CONTRACTOR'S work for the CITY from CITY facilities without prior approval from the CITY. At no cost to the CITY, the CONTRACTOR will, at the conclusion of services, or at the request of the CITY, promptly return in an organized manner that preserves and protects the documentation, any and all Confidential Information and all other written materials, notes, documents, or additional information obtained by the CONTRACTOR during the course of work under the

Agreement. The CONTRACTOR will not make or retain copies of any such information, materials or documents. The CONTRACTOR and its employees, agents, and Subcontractors may have access to confidential employee personnel information if approved by the CITY; however, misuse of such information may adversely affect the subject individual's privacy rights and may violate various federal and state statutes. The CONTRACTOR will implement reasonable and prudent measures to secure personal employee information accessed by its employees, agents, and Subcontractors during the performance of services. The CONTRACTOR will advise its employees, agents, and Subcontractors of this confidentiality requirement.

The CONTRACTOR shall disclose the intent to use any service provider outside the continental United States of America to handle any aspect of the work within the scope of services and shall describe, to the CITY'S satisfaction, the methods which will be used to protect the CITY'S interests and confidentiality of CITY records and information in doing so. The CITY reserves the right to approve any such service provider throughout the term of the Agreement at its sole and absolute discretion.

Any breach of security that occurs through the CONTRACTOR'S website, offices, or network shall require CONTRACTOR to be responsible for notifying the CITY and all parties affected by such breach. CONTRACTOR shall also be responsible for all costs associated with such notification. The CONTRACTOR shall indemnify the CITY for any breaches of its security and the improper disclosure of confidential information.

6.3 EXECUTIVE DIRECTIVE 35 COMPLIANCE

Pursuant to Executive Directive 35 (Garcetti Series), if the CONTRACTOR is a for-profit company or corporation, the CONTRACTOR shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the Agreement), report the following information to the CITY via RAMP or via another method specified by the CITY: CONTRACTOR'S and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the CONTRACTOR shall further request that any Subcontractor input or update its business profile, including the CONTRACTOR/Subcontractor information, on RAMP or via another method prescribed by the CITY.

6.4 ZERO WASTE ORDINANCE

The Zero Waste City Facilities and Events on City Property Ordinance (LAAC, Section 10.53) became effective on January 23, 2023. CITY facilities, CITY-permitted events held on CITY property, food or beverage providers, and other retailers operating on CITY property must be in compliance with the

ordinance. The intent of the ordinance is to eliminate the use of disposable foodware and other items such as paper towels, encourage recycling and the use of recycled materials, and reduce food waste in CITY facilities and at events on CITY property. In addition, it prohibits many plastic items, including expanded polystyrene (EPS) foodware, plastic bags, and promotional items. Any CONTRACTOR that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, LAAC Section 10.53 et seq., as amended from time to time, which provisions shall be incorporated into and made a part of the Agreement by reference. Any subcontract entered into by the CONTRACTOR for work to be performed under the Agreement must include an identical provision. For more information, please contact the Department of Public Works, Bureau of Sanitation (https://sanitation.lacity.gov/).

6.5 LOBBYING LAW COMPLIANCE

The CONTRACTOR 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, LAMC section 48.01 et seq., if the CONTRACTOR qualifies as a lobbying entity under the Municipal Lobbying Ordinance. See Exhibit 4 (Contracting Compliance Documents).

6.6 DISCLOSURE ORDINANCES

Unless otherwise exempt, by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), the CONTRACTOR will be subject to the SDO, LAAC Section 10.41, and the DBWCO, LAAC Section 10.50. The CITY may terminate the Agreement at any time if the CITY determines that the CONTRACTOR failed to fully and accurately complete the required affidavit and/or disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

6.7 LICENSES, PERMITS, AND REGULATIONS

The CONTRACTOR is required to be licensed through the State of California and possess all necessary operating license(s) and permit(s) at time of award. License(s) and permit(s) shall be current and in good standing. The CONTRACTOR shall operate in accordance with the latest applicable codes and regulations including, but not limited to, CITY, California Occupational Safety and Health Administration (Cal/OSHA), AQMD, and all other Federal and State regulations. The CONTRACTOR shall acquire and maintain in effect, during the entire term of the Agreement, all licenses, permits, etc., required for the performance of all services under the Agreement. The CONTRACTOR'S employees shall be certified and accredited as required by law.

6.8 CONTRACTOR'S USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS ORDINANCE

This Agreement is subject to the Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, Section 10.48 of the LAAC. The Ordinance provides, among other things, that contractors/ subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

6.9 BUSINESS INCLUSION PROGRAM (BIP)

The policy of the City of Los Angeles is to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE), and all Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of CITY contracts. Due to the scope of work involved for the contract, the City did not anticipate any subcontracting opportunities. On July 17, 2025, the Office of Procurement waived the BIP requirement for this RFP due to the absence of subcontracting opportunities. However, CONTRACTORS are encouraged to solicit and utilize Subcontractors in the event that any subcontracting opportunities do arise.

ARTICLE 7 – ENTIRE AGREEMENT

7.1 COMPLETE AGREEMENT

This Agreement contains the full and complete agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

7.2 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by email shall be deemed original signatures.

7.3 ORDER OF PRECEDENCE

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the CONTRACTOR. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence will be as follows:

1. This Agreement
2. Attachment A – Standard Provisions for City Contracts (Rev. 5/26 [v.1])

Notwithstanding any other language in this Agreement, this Agreement will be enforced and interpreted under the laws of the State of California.

ARTICLE 8 – GENERAL TERMS AND CONDITIONS

8.1 AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

Any amendments, adjustments, alterations, additions, deletions, or modifications in the terms and conditions of this Agreement must be made by written amendment or change order approved by the Contracting Authority, the CONTRACTOR, and signed by the City Attorney. If the CONTRACTOR performs any modification without a written amendment/change order, the CITY will neither pay for nor be obligated to accept said modification.

8.2 SELECTED CONTRACTOR

The CONTRACTOR shall be performing the primary functions of the Agreement.

8.3 SUBCONTRACTORS

There are no Subcontractors assigned to this Agreement at its execution.

Acceptance or rejection of the CONTRACTOR'S request to use Subcontractors is at the sole discretion of the CITY. With the written approval of the CITY, the CONTRACTOR may enter into subcontracts and joint participation agreements with others for the performance of portions of this Agreement.

The provisions of this Agreement shall apply to all Subcontractors in the same manner as to the CONTRACTOR. In particular, the CITY will not pay, even indirectly, the fees and expenses of Subcontractors that do not conform to the limitations and documentation requirements of this Agreement. The CONTRACTOR will at all times be responsible for the acts and errors or omissions of all of its future Subcontractors and persons directly or indirectly employed by them.

All work, tasks, and deliverables of Subcontractors are subject to StreetsLA's approval and must be performed in accordance with this Agreement. Failure to receive approval may result in the withholding of compensation for such deliverable(s) pursuant to Article 5 (Compensation and Invoicing) of this Agreement.

Nothing in this Agreement will constitute any contractual relationship between any Subcontractor and the CITY or any obligation on the part of the CITY to pay, or to be responsible for the payment of, any sums to any Subcontractor.

The CONTRACTOR shall require compliance by all subcontracts with the provisions of this Agreement.

8.4 COPIES OF SUBCONTRACTOR AGREEMENTS

Upon written request from the CITY, the CONTRACTOR shall supply the CITY with all Subcontractor agreements.

8.5 SUPPLIER PERFORMANCE FEEDBACK MEETINGS

The CONTRACTOR is required to attend at a minimum, mandatory quarterly performance feedback meetings at the request of the CITY. The meetings will be facilitate
d by the CITY and will focus on the CONTRACTOR'S performance in fulfilling the service level requirements contained in the Agreement. The meetings will provide a forum to informally discuss and track the CONTRACTOR'S progress, flag challenges, and discuss various issues.

8.6 REPLACEMENT OF CONTRACTOR'S STAFF

The CITY reserves the right to have the CONTRACTOR replace any contract personnel with equally or better-qualified staff upon providing written notice to the CONTRACTOR. Also, the CITY reserves the right to approve in advance any changes in project personnel or levels of commitment by the CONTRACTOR to the Project.

8.7 CONTRACTOR'S ADDRESS

The address provided in this Agreement will be considered the legal address of the CONTRACTOR and will be changed only by written notice to the CITY. The delivery of any communication to the CONTRACTOR personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the CONTRACTOR at such address, will constitute a legal service thereof. Any changes to telephone numbers, cell phone numbers, and e-mail addresses (if applicable) must be provided in writing to

individuals listed in Section 2.2 (Representatives of the Parties and Service of Notices).

8.8 GOVERNING LAW

All matters relating to the formation, validity, construction, interpretation, performance, and enforcement of this Agreement must comply with all applicable laws of the United States of America, the State of California, and the CITY.

8.9 CALIFORNIA STATE SALES TAX

Do not include California State sales tax in prices quoted unless otherwise requested. If requested, sales tax must be identified as being included in the pricing.

8.10 FEDERAL EXCISE TAXES

The CITY is exempt from the payment of excise taxes imposed by the Federal Government. The Department of General Services, upon request, will furnish Federal excise exemption certificates.

8.11 PERIODIC INDEPENDENT AUDIT

The CITY reserves the right to assign an independent auditor to assess the quality of services being provided and the extent to which the CONTRACTOR and its Subcontractors are conducting CITY business within generally accepted industry standard practices. Each CONTRACTOR will be required to cooperate fully with any external audit.

8.12 FINANCIAL AUDIT

Firms providing services to the CITY will be responsible for the verification of the legitimacy of payments made to service providers and their Subcontractors. The CITY, therefore, reserves the right for the staff of its Office of the Controller or their designee to conduct audits of financial accountability procedures.

8.13 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 and/or service is the best or only solution. Any use of or reference to this Agreement 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.

8.14 PRIOR NOTICE OF IMPENDING LABOR DISPUTE

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

8.15 PERFORMANCE GUARANTEE

The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances. CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with the Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the CONTRACTOR under this Agreement. CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, reports, calculations, and other services.

8.16 DISPUTES & BREACH

Disputes: Should a dispute or controversy arise concerning provisions of the Agreement 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 Standard Provisions for City Contracts (Rev. 5/26 [v.1]) (PSC-5 Force Majeure/Excusable Delays), 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.

8.17 CONFLICT OF INTEREST

The CITY may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating a contract on behalf of the CITY'S Departments, or agencies is, at any time while the Agreement or any extension/renewal of the Agreement is in effect, an employee of any other party of the Agreement with respect to the subject matter

of the Agreement. The cancellation shall be effective when written notice from the CITY is received by all Parties to the Agreement, unless the notice specifies a later time.

8.18 CLEAN AIR/WATER

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC section 7606), section 508 of the Clean Water Act (33 USC section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

8.19 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 Agreement shall be made without written consent of the Parties to this Agreement. The 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 Agreement, including the right to payment; or
b. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

8.20 SEVERABILITY

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

8.21 CONTRACTOR LIABILITY

Except as otherwise provided in the Agreement, the CONTRACTOR shall be and remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under the Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

(Signature Page to Follow)

SIGNATURE PAGE

IN WITNESS WHEREOF, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

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

By: _____
Name: Steve Kang
Title: President
Board of Public Works

Date: _____

By: _____
Name:
Title:
Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Darrelle Field
Deputy City Attorney

Date: _____

Cordova Rentals, Inc. dba Cordova Construction Services

**Approved signature methods for corporations:*
1) Two signatures: one of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial officer, or Assistant Treasurer. The signature of a single individual holding offices in each category is also acceptable.
2) One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

By: _____
Name:
Title:

By: _____
Name:
Title:

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Name:
Deputy City Clerk

Date: _____

City Business License No. (BTRC): **0000829957-0001-4**

Said Agreement is Number C-_____ of City Contracts.