COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 2, 2004

IN REPLY PLEASE
REFER TO FILE: AS-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

CONSTRUCTION AND DEMOLITION DEBRIS EDUCATION PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and authorize the Interim Director of Public Works to execute a contract, substantially similar to the enclosed contract, with Huls Environmental, LLC, located in Covina, California, for Construction and Demolition Debris Education Program. This contract will be for a period of 18 months, commencing upon both the Board's adoption of the proposed Construction and Demolition Debris Recycling and Reuse Ordinance and the Board's approval of this contract.

2. Delegate authority to the Interim Director to terminate this contract in accordance with the contract's terms and conditions, if, in the opinion of the Interim Director, it is in the best interest of the County to do so.

3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

4. Authorize Public Works to encumber an amount not to exceed $127,500, representing the contractor's price to perform the requested services during this contract's 18-month term. Funds are available in Public Works' 2004-05 Solid Waste Management Fund budget and have been requested in the 2005-06 Solid Waste Management Fund budget to cover the cost of this contract's 18-month term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 27, 1998, your Board approved the Los Angeles County Countywide Integrated Waste Management Summary Plan (Summary Plan). One of the goals of the Summary Plan is to require the recycling of construction and demolition (C&D) debris through the passage of ordinances by jurisdictions.

The purpose of this action is to implement a program to promote the recycling of C&D debris. The program will focus on educating the regulated industry on the requirements of the County's new Construction and Demolition Debris Recycling and Reuse Ordinance and the County's C&D debris recycling specifications for County projects.

This contract will become effective only if your Board adopts the proposed Construction and Demolition Debris Recycling and Reuse Ordinance.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Children and Families' Well-Being. This contract will improve internal operations through the utilization of the contractor's expertise to provide this service to the public in a timely and effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

This contract is for an amount not to exceed $127,500, representing the contractor's price to perform the requested services. This contract will be for a period of 18 months, commencing upon both the Board's adoption of the proposed Construction and Demolition Debris Recycling and Reuse Ordinance and the Board's approval of this contract. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2004-05 Solid Waste Management Fund budget and have been requested in the 2005-06 Solid Waste Management Fund budget to cover the cost of this contract's 18-month term. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Interim Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract as this service is required on an intermittent and part-time basis.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the California Environmental Quality Act (CEQA), and therefore is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On December 3, 2003, Public Works solicited proposals from 474 independent contractors and community business enterprises to accomplish this work. Also, a notice of Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On January 21, 2004, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Having met these requirements, the proposals were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP which included price, work plan and approach, references, experience, and financial resources. Based on this evaluation, it is recommended that this contract be awarded to the lowest cost, most responsive and responsible proposer, Huls Environmental, LLC, located in Covina, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR

CONSTRUCTION AND DEMOLITION DEBRIS EDUCATION PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County" and Huls Environmental, a limited liability company, hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 24th day of January, 2004, hereby agrees to provide services as described in the attached specifications for Construction and Demolition Debris Education Program.

SECOND: That this Agreement, together with the Contract Specifications, the Standard Terms and Conditions of Los Angeles County Services Contracts; Exhibit A, Construction and Demolition Debris Recycling Best Management Practices; Exhibit B, Construction and Demolition Debris Recycling Guide; Exhibit C, Draft (Construction and Demolition Debris Recycling Ordinance); and Exhibit D, Construction and Demolition Debris Recycling Specifications for Los Angeles County Department of Public Works Projects; Addenda to the Request for Proposals, and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: That the County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's specifications to the satisfaction of the Interim Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Proposal and attached hereto, an amount not to exceed $127,500 or such greater amount as the Board may approve.

FOURTH: That notwithstanding the Duration of Contract as stated in the Contract's Specifications, this Contract shall become effective only upon both the Board's adoption of the proposed Construction and Demolition Debris Recycling and Reuse Ordinance and the Board's approval of this Contract

FIFTH: That in no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum

SIXTH: That the Contractor understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

SEVENTH: That the Contractor shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Contract Manager in writing.

EIGHTH: That in the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.

NINTH: That no cost-of-living adjustments shall be granted.

TENTH: That the Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.

ELEVENTH: That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Interim Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By_____
Interim Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

HULS ENVIRONMENTAL, LLC

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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CONSTRUCTION AND DEMOLITION DEBRIS EDUCATION PROGRAM

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* Section and Attachments to be submitted with Proposal.

PART I

SPECIFICATIONS AND CONDITIONS

FOR

CONSTRUCTION AND DEMOLITION DEBRIS EDUCATION PROGRAM

SECTION 1

WORK REQUIRED/PROPOSAL SUBMISSION

A. Background

The solid waste management system in the County is very complex and dynamic. Each of the 88 cities and the County (representing the unincorporated communities) are responsible for managing their own solid waste policies and programs. The management of these policies and programs can differ widely from one jurisdiction to the next.

Residents and businesses in the County and its 88 cities dispose of approximately 11 million tons of solid waste per year, most of which is disposed in landfills located throughout the County. It is estimated that inert waste, much of which is recyclable, represents about 10 percent of the total waste disposed within the County.

The 88 cities' and County unincorporated communities' solid waste management activities are guided by their respective Source Reduction and Recycling Elements (SRRE) and other documents as required by the California Integrated Waste Management Act of 1989 (AB 939), as amended. These documents describe the steps the 88 cities and the County will take to achieve state waste diversion requirements.

The County's SRRE was prepared in August 1993 and approved by the California Integrated Waste Management Board (CIWMB) in September 1994. One of the programs identified in the SRRE is the Construction and Demolition Waste Program. This SRRE also identified public education as essential to the success of the County's waste reduction efforts.

AB 939 also requires each County in California to prepare a Countywide Integrated Waste Management Summary Plan which summarizes the types of programs planned in the individual jurisdictions' SRREs. It also establishes Countywide goals, policies, objectives, and programs for integrated waste management. On January 27, 1998, the Board of Supervisors approved the Los Angeles County Countywide Integrated Waste Management Summary Plan (Summary Plan). One of the goals of the Summary Plan is to require the recycling of construction

and demolition (C&D) debris through the passage of ordinances by jurisdictions.

Therefore, Public Works is implementing the Construction and Demolition Debris Education Program (Program) to promote the recycling of C&D debris. The Program focuses on educating the regulated industry on the requirements of the County's new C&D Debris Recycling Ordinance and the County's C&D debris recycling specifications. The ordinance is applicable to specified private construction projects within the County's unincorporated areas. The specifications are for construction projects conducted on behalf of the County.

B. Work Required

Persons who wish to contract with the County to promote this Program may respond to this Request for Proposals (RFP) by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

1. Work Overview

The work to be accomplished under these Specifications is to develop and conduct the Program based on the County's C&D debris recycling requirements. These requirements apply to construction projects in the unincorporated areas of the County conducted by the public as well as construction projects conducted anywhere in the County for the County. The requirements are detailed in the County's C&D Debris Recycling Ordinance and in the specifications for County construction contracts.

The primary target audience of this Program is any entity engaged in activities that generate C&D debris. It includes construction contractors performing work in the County unincorporated areas and construction contractors working on County-owned projects anywhere in the County. These contractors are collectively referred to as the building industry.

The secondary target audience shall include waste haulers and C&D debris recycling or transfer facilities. These entities provide vital services for the recycling of C&D debris. Outreach is required for these entities to ensure their cooperation with the building industry to enable compliance with the County's C&D debris recycling requirements.

The implementation of this Contract will assist Public Works in achieving the following goals:

- Educate the building industry about the County's C&D Debris Recycling Ordinance for projects conducted within the unincorporated communities.
- Educate the building industry about the County's C&D debris recycling specifications for the County's Public Works construction projects.
- Educate waste haulers and C&D debris recycling facilities that provide services to the building industry about the County's C&D debris recycling requirements.
- Assist the building industry to comply with the County's C&D recycling requirements through the development of forms, educational materials, sample plans, case studies, and reports.

The proposed cost shall include all labor, supervision, materials, and equipment necessary for completion of the work described.

C. Proposal Format and Contents

Proposals shall be submitted in the sequence, with the content, and according to the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal. Include the following in the order listed:

1. Title page which indicates the Proposer's name, project title, and date of submission.

2. Comprehensive Table of Contents for material included in the Proposal.

3. Introductory letter (optional).

   A comprehensive description of the Proposer's capabilities, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment. The narrative should discuss each of the following subject areas, with emphasis on how the Proposer measures up to the evaluation criteria (see Part I, Section 3.F, Evaluation Criteria):

- Background and experience
- Organization
- Principals (include resumes if available)
- Key staff (include resumes if available)

4. Work Plan that describes the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. These may include personnel management, training, subcontracting, supervision, safety, communications, and quality control.

   The Contractor may in its Proposal suggest additional items to add to Part I, Section 2.E.1, Task One - Debris Recycling Education Plan, that would assist in implementing the goals of this Contract. The Proposer should include the cost for any such items in Part I, Section 6, Schedule of Prices, line Item No. 1.

5. Forms List

   Complete and submit the following forms, which are included in the RFP package:

   - Schedule of Prices (Part I, Section 6);
   - Declaration for Proposal;
   - Contractor's Industrial Safety Record;
   - List of Subcontractors;
   - Equal Employment Opportunity (EEO);
   - Conflict of Interest Certification;
   - Child Support Compliance Program Certification (submit to Child Support Services Department and submit a copy to Public Works);
   - Principal Owner Information Form (submit to Child Support Services Department and submit a copy to Public Works)
   - Proposer's Reference List;
   - Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
   - GAIN/GROW Employment Commitment; and
   - Jury Service Program Application for Exception and Certification.

6. Subcontractors

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, Proposer must submit a statement of the subcontractor's proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- Contractor's Industrial Safety Record;
- Conflict of Interest Certification;
- Proposer's EEO Certification;
- GAIN/GROW Employment Commitment Form;
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only);
- Principal Owner Information Form (submit to Child Support Services Department and submit a copy to Public Works);
- Child Support Compliance Program Certification (submit to Child Support Services Department and submit a copy to Public Works); and
- Employee Jury Service Program Application for Exception and Certification Form.

7. Provide copies of the Proposer's financial statements prepared by a certified public accountant for the last three full fiscal years. Statements should include the company's assets, liabilities, and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement (statement of operations), and retained earnings statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly

designated as trade secrets in accordance with Part II, Section 2.0, Disclosure of Contents of Proposals.

8. Submit copies of the Proposer's licenses and certifications required to perform the work, if any.

9. Submit proof of current, valid insurance coverage that meets the RFP requirements or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the contract.

10. Additional data and material not specifically requested for evaluation, but which the Proposer feels is essential, must appear in the last section. If there is no additional data the Proposer wishes to present, this section will consist of the statement: "There is no additional data we wish to present."

C. Proposal Submission

1. Proposals shall be submitted with four complete copies (one original and three copies) of the Proposal and any accompanying documents. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.

2. Submit Proposals to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies this Request for Proposals and the name of the Proposer. Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. While Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible, the Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals that are not delivered directly to the Lobby Cashier.

D. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN)or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening (Part I, Section 1.C.5, Forms List). Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

E. Child Support Compliance Program

Proposers must certify in accordance with the provisions of Section 2.200.060 of the County Code that: (1) the Principal Owner Information Form and the Child Support Compliance Program Certification Form has been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners (Part I, Section 1.C.5, Forms List); (2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (Part I, Section 1.C.5, Forms List). Failure by the Proposer to provide the Principal Owner Information Form to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.

F. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.V. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.

2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten or fewer employees; <u>and</u>, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than $500,000; <u>and</u>, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

4. If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (Part I, Section 1.C.5,

Forms List) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of "Contractor" or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

G. Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. Proposers who wish to be considered for this preference should do so using the attachment entitled Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (Part I, Section 1.C.5, Forms List). A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by the Office of Affirmative Action and Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

You can obtain further information on certification from the County Website at www.oaac.co.la.ca.us/sbemain.html or by calling (213) 974-0912.

H. Vendor Registration

Proposers must register online with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the

"Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

SECTION 2

SCOPE OF WORK

A. Proposers' Conference

Prior to submission of Proposal, all Proposers are required to attend a Proposers' Conference to be held at Public Works Headquarters, Conference Room A, 900 South Fremont Avenue, Alhambra, California 91803, **on Monday, December 22, 2003, at 2:30 p.m. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive.** Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

B. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2, General Proposal Requirements and Conditions as well as the County's "Policy on Doing Business with Small Business" and the County's "Vision" statement (both attached).

C. Public Works' Project Manager

Public Works' Project Manager will be George De La O of Environmental Programs Division and may be contacted at (626) 458-5184, Monday through Thursday from 7 a.m. to 5:30 p.m. The Project Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Project Managers. The Contractor shall be notified in writing when there is a change in Project Managers.

D. Work Location

Los Angeles County.

E. Work Description

1. Task One - Debris Recycling Education Plan

The Contractor shall develop and submit to the Project Manager for review and approval a Debris Recycling Education Plan (Plan) detailing the education efforts to

be conducted to meet the Program's goals. This includes educating the target audiences on the County's C&D recycling requirements for construction projects conducted in the unincorporated communities and for all County Public Works construction projects. The Plan shall contain a schedule for implementation.

To develop the Plan the Contractor shall:

a. Notify and conduct workshops with representatives from the building industry, waste haulers, and C&D debris recycling and transfer facilities to obtain input for the development of the Plan and education materials. As stakeholders, their input is critical in developing materials that are appropriate, user friendly, and effective in meeting the goals for this Contract.

b. Conduct research on best management practices to recycle C&D debris to enhance the education materials to be developed.

c. Develop outreach materials and forms for the C&D debris recycling requirements. The materials shall be designed to be effective in their purpose and to create a consistent, uniform look and feel. The materials shall include, but not be limited to:

   i. Compile 200 Program binders capable of containing multiple pieces of outreach material as described below in subsections ii through ix.

   ii. Develop and print 250 background information pamphlets on C&D debris recycling and applicable laws, regulations, and specifications.

   iii. Develop and print 1,000 instructional pamphlets on how to comply with the C&D debris recycling requirements including:

      - Develop and print 1,000 "How to" pamphlets for planning C&D debris recycling in a construction and/or demolition project;

- Develop and print 1,000 "How to" pamphlets for recycling during project activities and track recycling and disposal during the project;

- Develop and print 1,000 "How to" pamphlets for working with subcontractors to track recycling and disposal of debris;

- Develop and print 1,000 "How to" pamphlets for documenting recycling and disposal of debris and completing the required reports to the County, and

- Develop and print 1,000 "How to" pamphlets for locating debris recycling facilities.

iv. Develop and print 400 information pamphlets on the benefits of recycling C&D debris including environmental effects, preserving natural resources, saving landfill space, etc.

v. Print 400 C&D Debris Recycling Best Management Practices (BMP) package for diverting debris from disposal. The Contractor shall update the County's existing BMP package (Exhibit A).

vi. Develop and print 1,000 attractive and effective double-sided pieces to provide basic C&D debris recycling information to the targeted audiences. These pieces shall be in four color process and in a format that can be distributed at public counters, outreach activities, or mailed without the use of an envelope.

vii. Print 400 improved and updated C&D Debris Recycling Guides which lists C&D debris recycling facilities throughout the County. The Contractor shall update the County's existing C&D Debris Recycling Guide (Exhibit A.)

viii. Develop and print 1,000 Debris Recycling Final Compliance Report forms.

ix. Develop and print 1,000 Debris Recycling Final Compliance Report forms.

The Plan shall include conducting outreach and education to the building industry, waste haulers, and recyclers. At least three workshops shall be conducted to train the members of the building industry on how to comply with the debris recycling ordinance. At least two workshops shall also be conducted to train waste haulers who provide services to the building industry, and C&D debris recycling facilities and transfer stations.

2. Task 2 - Implement the Debris Recycling Education Plan

Upon issuance of a written Notice to Proceed from the Project Manager, the Contractor shall implement the Plan and shall be responsible for all costs associated with its implementation.

3. Task 3 - Case Studies Report

Prepare and submit a report with case studies documenting successful C&D debris recycling programs for eight different types of building-related activities common in the County. The case studies shall be prepared in a format for easy distribution as an education resource. The case studies shall include color photos and detailed information on the success of projects.

4. Task 4 - Monitoring and Reporting

The Contractor shall on a monthly basis collect and report on all public outreach and education activities conducted to document the County's efforts to promote C&D debris recycling and the results of this Contract. Such information and data shall be included in monthly status reports prepared by the Contractor and submitted to the Project Manager by the fifth day of the following month. The monthly status reports shall detail/summarize activities conducted and any other information as may be deemed necessary by the Project Manager. There shall be a total of 16 monthly reports due in the third through the eighteenth month. No monthly report is due in the first or second month of this Contract.

5. Task 5 - Final Report

No later than 30 days prior to the end of this Contract, Contractor shall submit a Final Report summarizing the

results of all the work conducted under this Contract. The Final Report shall contain, but not be limited to the following:

a. A detailed summary of the Program and the Contractor's implementation efforts.

b. A summary of the data and information collected from the day to day monitoring of activities.

c. A listing and description of any and all problems encountered during the implementation of this Contract.

d. A list of potential enhancements for further outreach for C&D debris recycling.

e. One complete printed set of all education materials, operational manuals, forms, and other materials developed or utilized under this Contract.

F. Format and Use of Contract Materials

All materials, including but not limited to reports, plans, case studies, best management practices, outreach materials, background documents, recycling guides, and workshop documents and presentations, shall be provided to Public Works in fully editable electronic form accessible using software applications specified by Public Works. This software shall include Microsoft Word, Excel, and PowerPoint 2000, Adobe Photoshop, Adobe Illustrator, and Adobe Acrobat. Any video files shall be submitted in Quick Time 6.0 or Windows Media Player 4.7 in formats suitable for Internet download both by broadband and phone modem users. All graphics shall be in PC-readable format as Adobe Illustrator, or Adobe Photoshop format. Images shall be maintained in an editable format with no constraints on the County's ability to use or modify the materials. Any fonts used in the materials (other than Helvetica, Times, Times New Roman, Courier, and Arial) shall be provided in True Type format. Whenever possible, materials shall be produced for output on 8.5x11, 8.5x14, or 11x17 paper. The Contractor shall be responsible for obtaining any software licenses.

All education materials shall remain the property of Public Works and shall be returned to Public Works at the

end of this Contract. Public Works retains the copyright to all materials developed under this Contract.

The Contractor shall not, at any time, reproduce and/or distribute any art work, negatives, press proofs, software, printer's plates, or education materials without Public Works' prior written approval. At the end of this Contract, all graphic images and other copyrighted materials obtained by the Contractor under this Contract and retained on the Contractor's computers shall be deleted. The Contractor shall guarantee that all printer's plates used during the term of this Contract are destroyed. No part of the Program materials shall be used by the Contractor commercially for profit. The Contractor will be allowed to retain one printed version of materials developed by the Contractor under this Contract to use as an example of work solely for soliciting future contracts or similar business purposes.

G. Schedule of Deliverables

The various tasks described in Part I, Section E, Work Description, shall be completed and delivered to Public Works according to the schedule below, unless an extension is approved in writing by the Project Manager.

1. Debris Recycling Education Plan

Within 60 days of Public Works' Notice to Proceed, the Contractor shall prepare and submit the Plan to the Project Manager for review and approval. The Plan shall be implemented upon issuance of approval by the Project Manager.

2. Case Studies Report

Within 30 days of the Notice to Proceed, the Contractor shall make a recommendation on the submittal date for the Case Studies Report. The Project Manager will consider this recommendation and accept the recommended date or establish a different date as the official submittal date for the Case Studies Report. In no event will the submittal date for this Report be later than 17 months after the Notice to Proceed.

3. Monitoring and Reporting

The Contractor shall prepare and submit monthly reports to the Project Manager for review and approval by the fifth day of each month, reporting on the Contractor's activities in the prior month.

No monthly reports are due in the first and second months of this Contract.

4. Final Report

No later than 30 days prior to the end of this Contract, the Contractor shall prepare and submit the Final Report to the Project Manager for review and approval.

H. Duration of Contract

This Contract shall be for a period of 18 months commencing upon Board approval, the Director's execution of the Contract, and Public Works' Notice to Proceed to the Contractor. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor.

I. Utilities

The County will not provide utilities.

J. Storage Facilities

The County will not provide storage facilities for the Contractor.

K. Excess Funds

During the term of this Contract, the Contractor may propose delivering work in any task for a lower cost than specified in either Part I, Section 6, Schedule of Prices, or the approved itemized cost. In this case, upon the Contractor's request, the Project Manager may approve the application of any excess funds resulting from the lower charges in one task to another task to increase the quality, quantity, or scope of work of the other task. Such transferring of funds shall only occur with the expressed written approval of the Project Manager. All materials developed in connection with this Contract shall be submitted to the Project Manager for review and approval and shall remain the property of the County.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's

Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award the Contract to the Proposer whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return this Contract, together with copies of the required insurance certification, within 14 days after notification by Public Works of intent to recommend award of this Contract to the Board.

B. Final Contract Award by Board

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant agreement, and to determine which Proposal best serves the interest of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

C. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

D. County Lobbyists

Each County lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by Proposer submitting a response to this Request for Proposals or Contractor awarded

this Contract shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Proposer's/Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by Proposer/Contractor to fully comply with the County Lobbyist Ordinance shall be sufficient cause for rejection of the Proposal or shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

E. Evaluation of Proposals

All responses to this Request for Proposals become the property of the County. The proposed Contract will be submitted to the Board for consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability. Proposer's financial statements and other portions of the Proposal may be reviewed by the Public Works financial staff in order to assist the evaluators.

The County reserves the sole right to judge the Proposer's written and oral representations. The County may make onsite inspections of Proposer's current jobs.

Public Works may, at its option, invite some or all of the Proposers to make a presentation and participate in an interview before a final selection is made.

F. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but are not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements will be rejected as nonresponsive:

    a. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.

    b. Proposer's Safety Record which reflects that the Proposer has provided services in a safe manner.

    c. Proposer shows an ability to meet insurance requirements.

    d. Proposer has met the GAIN/GROW requirements.

e. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.

f. Proposer has submitted the Jury Service Program Certification Form and Application for Exception stating that it accepts and will comply with the program requirements or establishing its entitlement to an exception to the program.

g. Proposer has signed all appropriate forms and Part I, Section 6, Schedule of Prices.

h. Proposer is signed in as attending the Proposers' Conference.

2. Proposals passing the first step will be evaluated based on the following:

a. Proposed Price (30 points)

The proposed price should accurately reflect the Proposer's cost of providing the required services and any profit expected during the contract term. The lowest Total Proposed Price quoted in the Schedule of Prices (Part I, Section 6), will receive the full weight of this evaluated item (30 points). Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Price by each other Proposers' Total Proposed Price and multiply the result by the maximum possible points for this evaluation criterion (30 points). However, the Proposal with the lowest Total Proposed Price may not necessarily be awarded a contract.

In addition, should one or more of the Proposers request and be granted the Local SBE Preference, the price component points will be determined as follows:

Five percent (5%) of the lowest price proposed will be calculated, which shall not exceed $50,000, and that amount will be deducted from the price submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

b. Work Plan (25 points)

The evaluators will assign up to 25 points based on the extent to which the Proposal submitted meets the scope of work requirements for all tasks.

Greater weight will be given to proposals that demonstrate creativity and innovation that is beyond the scope of work.

The evaluation committee may make this determination from all relevant information presented, which may include but is not limited to Proposer's Work Plan (Part I, Section 1.C.4) comprised of Proposer's staffing plan and programs for personnel management, training, subcontracting, supervision, safety, communications, and quality control.

Factors to determine the adequacy and effectiveness of Proposer's methods to conduct and accomplish a successful Program will include, but not be limited to:

1. Proposer demonstrates a clear understanding of the target audiences;

2. The issues of designing and implementing an outreach campaign for this target audience are clearly and effectively addressed;

3. Proposer demonstrates creativity in the Work Plan design;

4. The Work Plan is practical and realistic; and

5. The Work Plan includes evaluation methods to determine effectiveness of campaign elements and success in achieving program goals.

Significant unacceptable weakness in any of the Work Plan subject areas may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

c. <u>References (15 points)</u>

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to Public Works and other County departments. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

d. Proposer's Experience (10 points)

The evaluators may award a maximum of 10 points for Proposer's prior experience in designing, implementing, and conducting outreach campaigns or services in the fields of solid waste management, public relations, and public education programs for large organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities and any other relevant information. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal

e. Experience of Proposer's Staff (15 points)

The evaluators may award a maximum of 15 points for the quality and quantity of experience of the Proposer's and/or subcontractors' personnel in performing similar duties on similar projects. The evaluators may consider the record of Proposer's and/or subcontractor's personnel expertise and experience to successfully complete all the Tasks as outlined in Part I, Section 2.E, Work Description. This criterion addresses the experience of the personnel proposed to work on the contract, whereas Part I, Section 3.F.2.d, Proposer's Experience, above, relates to the experience of the Proposer as an organization. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

f. Financial Resources (5 points)

Proposer's financial statements will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can perform the work throughout the term of the Contract. The evaluation committee may consult with Public Works financial management staff regarding this evaluation category. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less

weight. A score of zero in this evaluation category may result in rejection of the Proposal.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors, or County attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated

to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. Insurance

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Ocie Ransfer, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   a. Clearly evidence all coverage required in this Contract.

   b. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   c. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to

investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:

   a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

5. Compensation for County Costs - In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractors - Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

   a. Contractor providing evidence of insurance covering the activities of subcontractor, or

   b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2 million
Products/Complete Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

   In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 5

METHOD OF PAYMENT

A. Payments

Payments will be made for all work completed, to the satisfaction of Public Works, upon receipt of a properly completed invoice from the Contractor. The Contractor's invoice shall clearly indicate this Contract number, the item(s) of work performed, date of services, location, type of services, and itemized cost of labor and material.

Public Works agrees to make payment to the Contractor within 30 days of the receipt of a properly completed invoice from the Contractor.

Invoices shall be sent to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

B. Withholding of Payment

Public Works may withhold the whole or a portion of the payment to Contractor in the event of the Contractors' failure to perform any portion of this Contract including any element of any deliverable. The amount of the withheld payment shall equal the ascertainable cost of performing the omitted work. Public Works reserves its right to any additional remedies including, but not limited to consequential damages.

C. Limitation on Compensation

In no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

D. Only Contract Manager May Order Work

The Contractor understands and agrees that only the designated Public Works Project Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Project Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

E. Contractor's Responsibility to Monitor Expenditures

Contractor shall not perform or accept work requests from the Project Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Project Manager in writing.

F. Liquidated Damages

Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by Public Works. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of work, the Contractor shall pay to Public Works, or have withheld from monies due it, the sum of $500, unless otherwise provided in these Specifications. Execution of this Contract shall constitute agreement by Public Works and the Contractor that $500 per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

G. Cost-of-Living Adjustments

No cost-of-living adjustments shall be made.

SECTION 6

SCHEDULE OF PRICES

FOR

CONSTRUCTION AND DEMOLITION DEBRIS EDUCATION PROGRAM

In accordance with the Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications and attached drawings, subject to the Proposer furnishing all materials, except those specified to be furnished by Public Works.

ITEM NO.	ITEM DESCRIPTION	UNIT	COST	QUANTITY	PROPOSED PRICE
1.	Task 1-Develop a Debris Recycling Education Plan	lump sum	$ 20,000	1	$ 20,000
2.	Task 2-Implementation of the Debris Recycling Education Plan Development				
	a. Production of Education Materials	lump sum	$ 44,000	1	$ 44,000
	b. Outreach to Building Industry	lump sum	$ 15,000	1	$ 15,000
	c. Outreach to Hauling and Recycling Facilities	lump sum	$ 10,000	1	$ 10,000
3.	Task 3 – Case Studies Report	lump sum	$ 16,000	1	$ 16,000
4.	Task 4 - Monitoring and Reporting	ea	$ 12,500	16	$ 12,500
5.	Task 5 – Final Report	ea	$ 12,500	1	$ 10,000
				Subtotal	$ 107,500
				GRAND TOTAL PROPOSED PRICE (Total of Items 1-5)	$ 127,500

WRITE OUT GRAND TOTAL PROPOSED PRICE: A hundred twenty seven thousands & five hundreds **DOLLARS**

HULS ENVIRONMENTAL MANAGEMENT, LLC
Legal Name of Proposer (Print)

Signature | 1/20/2004 Date | N/A Required License Number

1074 PARKVIEW DRIVE SUITE 105
Address

COVINA, CA City and State | 91724 Zip Code | (626) 332-7514 Telephone

PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

A. The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. Board. The Board of Supervisors of the County of Los Angeles and Ex Officio Board of Supervisors of the Los Angeles County Flood Control District.

2. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

3. Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

4. Contract Work, Work. performed for the County by a licensed Contractor. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

5. County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

6. Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

7. District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County

of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

8. Maximum Contract Sum. The aggregate total amount of compensation authorized by the Board.

9. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

10. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

11. Public Works. County of Los Angeles Department of Public Works.

12. Solicitation Document. Request for Proposals or Request for Quotation.

13. Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

C. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered,

the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at

(213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.

2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works'

recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.

6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of

the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

S. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

E. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

F. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms,

Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered

after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L. A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

T. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

U. Contractor Responsibility and Debarment

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.

2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

3. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor

Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

2. Written Employee Jury Service Policy

   a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

   b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If

Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. <u>Local Small Business Enterprise Program</u>.

1. This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

2. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

4. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

   a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

   b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

   c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

   d. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' work.

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,

3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

L. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default within 90 days of notice by the County shall be grounds upon

which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:

   a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

   b. The filing of a voluntary petition to have the Contractor declared bankrupt.

   c. The appointment of a Receiver or Trustee for the Contractor.

   d. The execution by the Contractor of an assignment for the benefits of creditors.

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

N. Default

1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

   a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or

   b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

   Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either

of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).

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

6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishings supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.

2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

   Assistant Director
   County of Los Angeles Department of Public Works
   P.O. Box 1460
   Alhambra, CA 91802-1460

2. In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

Q. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

R. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

DECLARATION FOR PROPOSAL

To the Board of Supervisors of Los Angeles County:

1. This declaration is given in support of the proposal of CONSTRUCTION AND DEMOLITION DEBRIS EDUCATION PROGRAM for CONSULTING service.

2. I am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). My title, capacity or relationship to the Proposer is: PRINCIPAL

The Proposer's form of entity is as follows:

☐	An individual doing business as:
☐	A corporation whose principal place of business is: _____ And whose state of incorporation is:
☐	A partnership of: _____ And:
☐	A joint venture of: _____ And:
☑	A limited liability company

3. The only persons or parties interested in this proposal as principals are the following:

Name(s)	Title	Phone	Fax
J. MICHAEL HULS	PRINCIPAL	(626) 332-7514	(626) 332-7504
Street	**City**	**State**	**Zip**
1074 PARKVIEW DR STE 105	COVINA	CA	91724
Name(s)	**Title**	**Phone**	**Fax**
Street	**City**	**State**	**Zip**
Name(s)	**Title**	**Phone**	**Fax**
Street	**City**	**State**	**Zip**

The undersigned hereby declares: 1) That this proposal is made without collusion with any other person, firm, or corporation; 2) That the Proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge; 3) That the Proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith; 4) If this proposal is accepted, the Proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles; 5) The Proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule.

I am informed and believe and declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Michael Huls
Signature of Declarant

1/19/2004
Date

PRINCIPAL
Title

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____ SERVICE BY PROPOSER _____
PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1998	1999	2000	2001	2002	Total	Current Year to Date
1. Number of contracts							
2. Total dollar amount of Contracts (in thousands of dollars)							
3. No. of fatalities				N/A			
4. No. of lost workday cases							
5. No. of lost workday cases involving permanent transfer to another job or termination of employment							
6. No. of lost workdays							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

1/19/2004 J. MICHAEL HULS
Date Name of Proposer or Authorized Agent (print)

Signature

CONFLICT OF INTEREST CERTIFICATION

I, J. MICHAEL HULS

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☑ President, Secretary, or other proper title) PRINCIPAL

of HULS ENVIRONMENTAL MANAGEMENT, LLC
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

   (b) Participated in any way in developing the contract of its service specifications; and

4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Date: Signed _____
1/19/2004

PROPOSER'S REFERENCE LIST

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone numbers, and fax numbers before listing. Incorrect names, telephone numbers, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES. All contracts with the County during the previous three years must be listed.

SERVICE: N/A	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
SERVICE: N/A	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE: N/A	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	
SERVICE: N/A	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES.

SERVICE: C&D, OUTREACH SOLID WASTE	DATES: ONGOING SINCE 2001
AGENCY/ FIRM: CITY OF GARDENA	
ADDRESS: 1700 W. 162nd ST – GARDENA, CA 90247	
CONTACT: MITCHELL LANSDELL	
TELEPHONE: (310) 217 - 9505	
FAX: (310) 217 - 9694	
SERVICE: C&D, OUTREACH, USED OIL, SOLID WASTE	DATES: ONGOING SINCE 1995
AGENCY/ FIRM: CITY OF DUARTE	
ADDRESS: 1600 HUNTINGTON DR – DUARTE, CA	
CONTACT: MIKE YELTON	
TELEPHONE: (626) 357 - 7931	
FAX: (626) 358 - 0018	

SERVICE: C&D, OUTREACH, SOLID WASTE	DATES: ONGOING SINCE 2001
AGENCY/ FIRM: CITY OF RANCHO CUCAMONGA	
ADDRESS: 10500 CIVIC CENTER DRIVE RANCHO CUCAMONGA - CA 91729	
CONTACT: BOB BETTERBERG	
TELEPHONE: (909) 477 - 2740 x. 4060	
FAX: (909) 477 - 2746	
SERVICE: C&D, OUTREACH SMART BUSINESS ASST.	DATES: ONGOING SINCE 1998
AGENCY/ FIRM: CITY OF PARAMOUNT	
ADDRESS: 16400 COLORADO AVE PARAMOUNT - CA 90723	
CONTACT: CHRIS ARRIOLA	
TELEPHONE: (562) 220 - 2154	
FAX: (562) 630 - 6731	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

HULS ENVIRONMENTAL MANAGEMENT, LLC Proposer's/Offeror's Name

1074 PARKVIEW DRIVE, SUITE 105 - COVINA, CA 91724
Address

95 - 4783042 Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☑ YES ☐ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☑ YES ☐ NO

HULS ENVIRONMENTAL MANAGEMENT, LLC
Proposer

J. MICHAEL HULS
Authorized representative

Signature

1/19/2004
Date

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do <u>not</u> list alternate subcontractors for the same work.

Name under which Sub-contractor is licensed	License Number	Address	Specific Description of Subcontract work
		N/A	

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
☐ I AM NOT ☑ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☑ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 11841901	

II. FIRM/ORGANIZATION INFORMATION:

The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☑ Other (Please Specify): LIMITED LIABILITY COMPANY					
Total Number of Employees (including owners): FOUR					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						1
Hispanic/Latino	1					
Asian or Pacific Islander				1		
American Indian						
Filipino						
White						1

III PERCENTAGE OF OWNERSHIP IN FIRM:

Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION:

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
[signature]	PRINCIPAL	1/19/2004

LOS ANGELES COUNTY
GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☑ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

☑ declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title PRINCIPAL
Firm Name HULS ENVIRONMENTAL MANAGEMENT, LLC	Date 1/19/2004

Revised 04/18/03

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 Telephone: (323) 889-2782

Contractor or Association Name as Shown on Bid or Proposal: HULS ENVIRONMENTAL MANAGEMENT, LLC

Contractor or Associated Member Name, if Contractor is an Association: N/A

Contractor or Associated Member Address: 1074 PARKVIEW DRIVE STE 105
COVINA, CA 91724

Telephone: (626) 332-7514 **FAX:** (626) 332-7504

County Department Receiving Bid or Proposal: PUBLIC WORKS

Type of Goods or Services To Be Provided: CONSULTING

Contract or Purchase Order No. (if applicable): N/A

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [✓] No natural person owns an interest of 10 percent or more in this Contractor.
II. [ ] Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From Contractor	
1.			[YES]	[NO]
2.			[YES]	[NO]
3.			[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: [signature] Date: 1/19/2004

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name) J. MICHAEL HULS (Title/Position) PRINCIPAL

Revised 04/18/03

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) J. MICHAEL HULS, hereby submit this certification to the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) HULS ENVIRONMENTAL MANAGEMENT, LLC, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) 1074 PARKVIEW DRIVE SUITE 105 - COVINA, CA 91724

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this nineteenth day of January, 2004
(Month and Year)

at: COVINA, CA
(City/State)

(626) 332-7514
(Telephone No.)

by: Michael Huls
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 Telephone: (323) 889-2782

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: HULS ENVIRONMENTAL MANAGEMENT, LLC		
Company Address: 1074 PARKVIEW DRIVE, SUITE 105		
City: COVINA	State: CA	Zip Code: 91724
Telephone Number: (626) 332-7514		
(Type of Goods or Services): CONSULTING SERVICES		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: J. MICHAEL HULS	Title: PRINCIPAL
Signature: J. Michael Huls	Date: 1/19/2004

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE ...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. November 2002)
Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over $2,550.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2002 are less than $34,178 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?
You must give the employee one of the following:
- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Forms 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of $791, he or she must file a 2002 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15,** Employer's Tax Guide.

Cat. No. 205991

County of Los Angeles

Vision

Our ***purpose*** is to improve the quality of life in the County of Los Angeles by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our ***philosophy*** of teamwork and collaboration is anchored in our shared values:

responsiveness
professionalism
accountability
compassion
integrity
commitment
a can-do attitude
respect for diversity

Our ***position*** as the premiere organization for those working in the public interest is established by:

a capability to undertake programs that have public value,

an aspiration to be recognized through our achievements as the model for civic innovation,

a pledge to always work to earn the public trust.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	Shobie Enterprises DBA Seahawk Construction	
Principal Owners:	Shamir Ahmad Qazi	
Debarment Start Date:	April 30, 2002	Debarment End Date: April 30, 2005

Vendor Name:	Automation Data Solutions	
Principal Owners:	Renee Setero	
Debarment Start Date:	March 4, 2003	Debarment End Date: March 3, 2006

No shame.

No blame.

No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.

In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week as long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados anónimamente, seguramente y de forma legal en cualquier hospital o estación de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-2229723

www.babysafela.org

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarlos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBITS

EXHIBIT A - Construction and Demolition Debris Recycling Best Management Practices

EXHIBIT B - Construction and Demolition Debris Recycling Guide

EXHIBIT C - DRAFT-Construction and Demolition Debris Recycling Ordinance

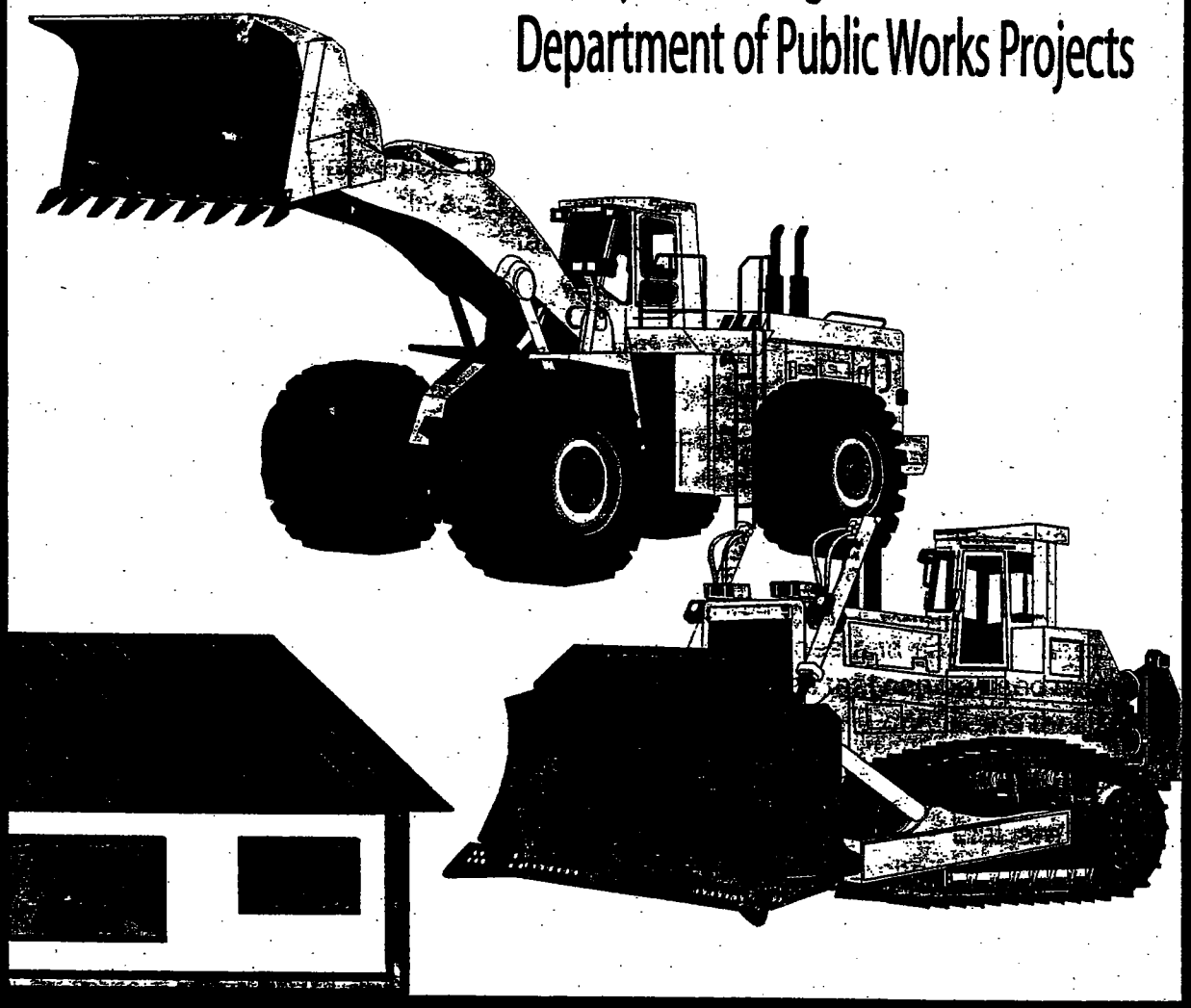
EXHIBIT D - Construction and Demolition Debris Recycling Specifications for Los Angeles County Department of Public Works Projects

EXHIBIT A

Construction and Demolition Debris Recycling

Best Management Practices

for County of Los Angeles Department of Public Works Projects



Provided by
Los Angeles County Department of Public Works
Environmental Programs Division
May 23 , 2001

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING
BEST MANAGEMENT PRACTICES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS PROJECTS

A. Introduction

This Best Management Practices (BMPs) guide is intended to provide contractors bidding on Los Angeles County Department of Public Works' projects with information to efficiently reduce, reuse, and recycle construction and demolition debris (debris) generated by the project in compliance with the Construction and Demolition Debris Recycling Specifications (Specifications).

B. Benefits of Debris Reduction, Reuse, and Recycling

- Cost savings from avoided landfill and transportation fees and less money spent on additional purchases
- Potential revenue generated from the sale of recyclable materials
- Conservation of valuable landfill space and the protection of the environment and natural resources

C. Debris Management Considerations

Debris management is a project-related strategy for reducing, collecting, reusing, recycling, transporting, and disposing of debris generated at the project site with the ultimate goal of reducing the amount of debris being disposed. The following are issues to consider in developing a debris management strategy.

- Size and type of construction
- Space constraints
- Recycling equipment capability
- Recycling services availability
- Field personnel's previous experience with debris management
- Job scheduling, including phasing
- Cost considerations

D. Debris Management Process

Listed below are steps that could be used in developing a debris management strategy. Not every step applies to all contractors, so contractors should review each step and determine the best ones for each project situation. Some of the steps may require extensive or minimal changes in office or job-site procedures. Contractors should be flexible with the options and modify them as needed.

DISCLAIMER

This Construction and Demolition Debris Recycling Best Management Practices is a guide to assist construction firms and interested entities in reducing, reusing, and recycling debris generated by construction projects. Reliance on this guide is not sufficient to guarantee compliance with any specific contract or specifications prepared and awarded by the County of Los Angeles through the Department of Public Works, and does not relieve the user from the obligation to comply with any applicable Federal, State, County, and local agencies laws, rules, and/or regulations.

The information contained herein is not intended as a comprehensive guide of Best Management Practices. The information herein should be independently verified and other sources may be used and should be considered. As an example, recycling information may be accessible through the Los Angeles County's Environmental Resources website, **www.888CleanLA.com** and the California Integrated Waste Management Board through the Internet at **www.ciwmb.ca.gov**.

Additionally, this guide does not imply any endorsement or approval by the County of Los Angeles, or Los Angeles County Department of Public Works of any business entity, product, process, or service mentioned herein, neither does it suggest that the businesses, organizations, products, processes, or services are in compliance with all applicable laws. Use of this guide is at the user's own discretion and shall not create any liability against the County of Los Angeles or any of its districts, officers, agents, or employees.

Questions and/or comments regarding reducing, reusing, and recycling of debris for projects administered by the Los Angeles County Department of Public Works may be directed to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, California 91802-1460, or at (626) 458-2188, 7:00 a.m. to 5:30 p.m., Monday through Thursday.

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Rev: May 23, 2001

1. Conduct a project site assessment

   - Evaluate the project's debris potential
   - Conduct an informal waste audit
   - Research similar projects
   - Determine reduce, reuse, recycling, and disposal methods
   - Identify potential target materials for recycling

2. Target materials that are easy to recover, are in large quantities, and are valuable

3. Research potential debris management service options

   - Hire a full-service recycling contractor
   - Use a waste hauler's recycling services
   - Operate an in-house recycling program
   - Make subcontractors responsible for debris management

4. Identify businesses providing debris management services

5. Compare rates and other factors and negotiate services

6. Select target materials

7. Determine the economics of reducing and recycling target materials

8. Evaluate when the target materials will be generated during project phases

9. Identify limitations to reusing and/or recycling the target materials

10. Set recycling goals

11. Develop a monitoring and evaluation plan

12. Ensure subcontractor commitment

13. Develop a debris management plan

14. Develop strategy for motivating and communicating with employees and subcontractors

E. Debris Generation

The debris composition, generation rate, and conversion factor tables provided in the exhibits should be used to determine the types and quantity of debris that will be potentially generated by the projects.

F. Debris Reduction

Contractors can significantly reduce debris before it is generated on a construction project by "tweaking" operational practices a bit. This means designing in a way to generate less debris to begin with, and minimizing damage and inefficient material use. The following are ideas that can be used to reduce debris. Contractors should treat the list as a "menu," by choosing only items that suit the project and site.

- Avoid damage to building materials
- Avoid contamination
- Use materials efficiently
- Estimate materials as accurately as possible
- Purchase precut and prefabricated components
- Choose strong materials
- Purchase high-grade materials
- Reduce packaging waste
- Coordinate just-in-time deliveries

G. Debris Reuse

Reuse means to reuse materials as much as possible during the project. Some materials can be separated and reused in their existing form at the site or by other businesses and organizations. By participating in a material exchange, a company can improve its profit margin by reducing disposal fees and saving money. This may require advance planning. The following are ideas that can be used to "reuse." Contractors should treat the list as a "menu," by choosing only items that suit the project and site.

- Consider the potential for others to use the materials that are normally discarded (e.g., Los Angeles County Materials Exchange (LACoMAX) at http://www.lacomax.com, California Materials Exchange (CalMAX) at http://www.ciwmb.ca.gov/calmax, and Habitat for Humanity at http://www.habitat.org)
- Conduct site pre-assessments
- Use salvaged materials
- Reuse scrap and job-site materials
- For temporary construction, use methods that allow for reuse
- In demolition jobs, use deconstruction process to maximize recovery rate and plan to salvage materials
- Advertise availability of salvageable materials at job sites

H. Debris Recycling

Recycling means to separate recyclable materials from non-recyclable materials and supply them to a hauler or business so they can be processed and used to make new products. The following are ideas that can be used to "recycle." Contractors should treat the list as a "menu," by choosing only items that suit the project and site. See the Los Angeles County SmartBusiness Recycling Program's Construction and Demolition Debris Recycling Guide for a list of debris processors/recyclers.

Methods of debris recycling

- On-site source separation and delivery of source-separated debris to a source-separated debris recycling facility
- On-site source separation and delivery of source-separated debris to another job-site or end user for reuse and/or recycling
- Commingled recovery and delivery of mixed-debris to a recycling facility
- Commingled recovery and delivery of mixed-debris to another job-site or end-user for source separation, reuse, and/or recycling
- On-site source separation, commingled recovery, reuse, and/or recycling of debris
- On-site source-separation and/or commingled recovery and delivery of source-separated or mixed-debris to a disposal facility for reuse and/or recycling

Tips on enhancing the debris recycling process

- Use bins that can be lifted to upper decks (for multi-story buildings)
- Set up more, smaller, or mobile bins
- Use bins with divided sections
- Use removable (but sturdy) signs
- Use clear and easy-to-read signs
- Set up individual bins for all materials
- Avoid damage to recycling bins
- Avoid contamination of recyclables
- Avoid unnecessary pickups (and charges)
- Avoid extra steps
- Avoid moving materials unnecessarily
- Assign a portion of the clean-up crew to lead the main group

Tips on reducing the cost of debris recycling

- Schedule containers for collecting recyclables only when needed
- Investigate the companies listed in this guide that can recycle some of the debris from both source-separated or mixed loads
- Be sure to understand the market specifications so that recyclable materials are not rejected
- Encourage scrap dealers to be flexible when possible

I. Buy Recycled – Environmentally-Friendly Building Materials

Another aspect of recycling is to "Buy Recycled." Although this will not immediately reduce debris on a particular project, buying building materials with recycled content helps build markets for recycled materials, develop a market for the debris recycled from the job site or on future construction job sites, and "closes the loop." As the market grows, recycling will become easier – and more attractive financially – since there will be more competition for the recycled materials. Contractors should ask the product suppliers to provide information about products with recycled content. See Exhibit 4 for a list of various uses of recycled debris.

J. Debris Disposal

The following may be used in determining if debris should be disposed at a landfill. Contractors should treat the list as a "menu," by choosing only items that suit the project and site.

- Debris is classified as hazardous material by appropriate governmental agency
- Debris is commingled with or contaminated by materials classified as hazardous by appropriate governmental agency
- No local reuse and/or recycling facility, end-user, or market for the debris
- Debris is inherently not reusable nor recyclable
- Not cost-effective to recycle the debris

K. Costs and Debris Monitoring

The cost, and amounts of materials reused, recycled, and disposed, can be tracked on an ongoing basis and reported at project completion.

- Gather monthly garbage (and recycling) invoices
- Track costs of recycling
- Use Attachment 1 of the debris recycling Specifications

L. Subcontractor Participation

Subcontractors need to be aware of and committed to recycling and waste reduction objectives. This starts with the bid and contract negotiation process; however, agreements may have to be negotiated with some subcontractors. Contracts can be written to require subcontractors to sort and recycle at the site.

- Require a commitment to the overall program
- Require full participation in training and assessment
- Require proper purchasing practices
- Solicit input from subcontractors
- Recognize subcontractor participation

M. Employees, Contractors and Subcontractors Education/Outreach

Whatever debris management strategies are chosen, it is crucial to educate and motivate employees and subcontractors for maximum participation. Contractors should emphasize that source reduction, reuse, and recycling is everybody's business.

- Designate a member of the crew/staff that is interested in recycling as the debris management coordinator
- Be sure that the idea of a "clean and uncontaminated" load is the same as the recycling service provider
- Develop a communication tool to help inform staff and subcontractors
- Develop a motivational tool to help encourage staff and ensure subcontractor participation

N. Glossary of Terms

See the definitions in the Construction and Demolition Debris Recycling Specifications for Los Angeles County Department of Public Works Projects.

O. Exhibits

Exhibit 1: Construction and Demolition Debris Generation Rates
Exhibit 2: Construction and Demolition Debris Composition Table
Exhibit 3: Construction and Demolition Debris Conversion Factors
Exhibit 4: Uses for Construction and Demolition Debris

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Exhibit 1
Construction and Demolition Debris Generation Rates[1]

Activities	Residential (pounds per square foot)	Nonresidential (pounds per square foot)
Renovation	3.31	No data available
New Construction	4.38	3.89
Demolition	115[5]	155

Notes:

1. Source: Franklin Associates, *Characterization of Building-Related Construction and Demolition Debris in the United States*, prepared for the U.S. Environmental Protection Agency, EPA 530-R-98-010, June 1998
2. Residential buildings include single-family houses and duplexes, up to and including high rise multi-family housing.
3. Nonresidential buildings include commercial, institutional, and industrial buildings.
4. The estimated quantity of debris generated is expressed in pounds of debris generated per square foot of affected floor area.
5. Generation rate includes foundation. Estimate without foundation is 50 pounds per square foot.

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Exhibit 2
Construction and Demolition Debris Composition Table (in percent)

Asphalt	0.00	0.00	0.00	0.01	NA	0.00	0.00
Brick	3.66	1.87	2.13	0.40	NA	0.00	1.30
Cardboard/Corrugated	0.84	3.21	0.18	0.23	NA	0.31	0.56
Carpeting	0.38	1.18	0.01	0.04	NA	0.27	0.20
Cinder Block	0.03	0.61	17.61	19.03	NA	0.00	12.39
Concrete with Rebar	0.00	0.00	0.00	0.00	NA	0.00	0.00
Concrete without Rebar	0.19	7.84	15.26	21.93	NA	2.05	13.96
Dirt/Earth	0.00	0.43	0.00	0.10	NA	0.00	0.08
Drywall/Sheetrock	11.83	14.18	1.35	3.79	NA	0.06	4.64
Electric Fixtures	0.20	0.04	0.00	0.46	NA	0.10	0.24
Electrical Wiring	0.09	0.02	0.09	0.67	NA	0.20	0.35
Furniture	0.03	0.00	0.00	0.05	NA	1.06	0.15
Glass	0.21	0.21	0.07	0.05	NA	0.05	0.09
Insulation - Foam	0.47	0.11	0.08	0.24	NA	0.01	0.19
Insulation - Sheathing	0.00	0.00	0.00	0.00	NA	0.00	0.00
Masonite/Slate	1.16	0.00	0.00	0.00	NA	0.00	0.14
Metal Drums	0.00	0.00	0.01	0.02	NA	1.10	0.15
Metal - Ferrous	2.18	0.77	1.88	4.89	NA	6.47	3.67
Metal - NonFerrous	0.19	0.33	0.04	0.12	NA	0.01	0.11
Miscellaneous. Fines	27.14	35.65	33.97	18.08	NA	54.67	29.04
Other Paper	0.59	0.14	0.05	0.13	NA	0.42	0.20
Pallets	0.04	0.44	0.00	0 12	NA	0.49	0.15
Plastic - Film	0.31	0.19	0.04	0.10	NA	0.13	0.13
Plastic - PVC Pipe, Rigid, etc.	0.05	0.70	0.04	0.21	NA	2.08	0.42
Porcelain/Bathroom Fixtures	0.18	0.07	0.19	0.10	NA	0.19	0.14
Pressboard/Chipboard	2.34	5.44	0.77	1.35	NA	12.39	3.05
Roofing Material - Felt	0.03	0.13	0.19	0.00	NA	0.00	0.06
Roofing Material - Shingles	10.76	0.98	1.21	13.22	NA	0.00	7.35
Rubber	0.03	0.30	0.00	0.02	NA	0.00	0.04
Siding - Aluminum	0.00	0.00	0.11	0.00	NA	0.00	0.03
Siding - Vinyl	1.09	0.43	0.10	0.00	NA	0.11	0.21
Textiles	0.01	0.02	0.00	0.03	NA	0.00	0.02
Tile - Ceiling	0.51	0.55	0.26	0.42	NA	0.08	0.36
Tile/Ceramics	2.29	1.24	0.06	0.84	NA	0.04	0.77
Tires	0.07	0.00	0.00	0.01	NA	0.00	0.01
Treated Wood	0.00	0.00	0.00	0.00	NA	0.42	0.05
Tree Limbs/Stumps	1.94	7.03	0.39	0.59	NA	0.26	1.22
Untreated Wood - Plywood	1.80	3.89	0.84	4.16	NA	4.55	3.09
Untreated Wood - Dimen. Wood (Not Paint.)	25.38	11.95	22.28	5.26	NA	11.86	13.24
Untreated Wood - Dimen. Wood (Paint.)	3.35	0.07	0.78	3.28	NA	0.25	2.04
White Goods/Appliances	0.62	0.00	0.00	0.07	NA	0.36	0.15
TOTAL	100.0	100.0	100.0	100.0	NA	100.0	100.0

Notes:

Source: Robert Brickner, *What's in a Building?*, Demolition Age, September 1993
Total Composition is the percentage composition by weight of the total weight of debris from the 16 projects sorted for the study.

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Exhibit 3
Construction and Demolition Debris Conversion Factors

Material	Pounds/Cubic Yard	Tons/Cubic Yard	Cubic Yards/Ton
Wood	300	0.15	6.7
Cardboard (loose)	100	0.05	20.0
Drywall	400	0.20	5.0
Mixed Debris	350	0.175	5.7
Concrete (loose)	2310	1.20	0.9
Rubble	1400	0.70	1.4

References:

Church, H.K., *Excavation Handbook*, McGraw Hill Book Co., New York, 1981, P.A-6
Residential Construction Waste Management: A Builders Guide, National Association of Home Builders
Resource Efficient Buildings, Metro Solid Waste Department, Portland, OR, 1994

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Rev: May 23, 2001

Exhibit 4
Uses for Construction and Demolition Debris

Type of Debris	Reuse and Recycling
Asphalt	• added to the production of new asphalt • used as an aggregate base • sorted by type for milling and recycling
Blocks	• crushed and used as aggregate for new ready-mix • road base • fill material • reused if whole
Bricks	• broken bricks can be crushed and used as aggregate, landscape cover, sub-base material or fill • reused if whole
Cardboard	• separated and sold for paper fiber feedstock
Concrete	• crushed and graded for use as riprap, aggregate, sub-base material, or fill • precast panels can be used for erosion control or landscape features
Gypsum Wallboard (Drywall)	• new wallboard • animal bedding and cat litter • soil amendment • paper backing can be repulped and made into new backing
Metals	• reused for metal feedstock • can be separated for recycling
Wood	• chipped and used as mulch, animal bedding, pulp, ground cover, and compost • wood fuel • new construction projects • particle board • sorted by type and size for reuse or remanufacturing

References:

Construction & Demolition Debris Guidebook, South Carolina Department of Health and Environmental Control, January 2001

Triangle J Council of Governments, *Waste Spec: Model Specifications for Construction Waste Reduction, Reuse, and Recycling,* Durham, NC, July 1995

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Rev: May 23, 2001

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Fletcher Wright Construction with O'Brien & Company and ReTAP of the Clean Washington Center, *Recycling Plus Program: Management Guide*, January 1996

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Los Angeles County: Source Reduction and Recycling Element, Environmental Programs Division, August 1993

Los Angeles County: Countywide Integrated Waste Management Summary Plan, Environmental Programs Division, June 1997

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PS Enterprises, *Construction and Demolition Debris Survey Report*, prepared for Los Angeles County, May 1999

Residential Construction Waste Management: A Builders Guide, National Association of Home Builders

Resource Efficient Buildings, Metro Solid Waste Department, Portland, OR, 1994

Siegel & Strain Architects, *Green Spec: Guideline Specifications for Environmentally Considered Building Materials and Construction Methods*, prepared for Alameda County Recycling Board, 1996

Triangle J Council of Governments, *Waste Spec: Model Specifications for Construction Waste Reduction, Reuse, and Recycling*, July 1995

EXHIBIT B

CONSTRUCTION & DEMOLITION DEBRIS RECYCLING GUIDE

SMARTBUSINESS RECYCLING

Construction and demolition debris is material generated during the building, remodeling, or removal of buildings, roads, homes, tenant improvements, and landscaping projects. The materials resulting from these activities include, but are not limited to: concrete, asphalt, drywall, wood, glass, metals, red clay brick, soils, tree trimmings and shrubs.

Fortunately, most material from construction and demolition activities can be recycled into a number of useful products or reused. Concrete and asphalt are crushed and used as aggregate base for new roads; scrap metal is recycled into new metal products; yardwaste and non-reuseable wood can be converted into soil amendments and boiler fuel to generate electricity; and good quality red clay brick can be marketed for re-use.

If you are a contractor, construction company, or a do-it-yourselfer, use this guide to begin minimizing and recycling your construction and demolition debris.

- **Reduce:** Proper materials management practices can result in substantial cost savings. Ensure that precise estimates are made prior to purchasing materials, and that accurate measurements are made prior to cutting materials so that excess scrap and waste can be avoided. Consider having materials pre-cut at lumberyards, using engineered wood products, steel framing or other pre-manufactured components to reduce waste at your job site.
- **Re-use:** Donate salvageable materials to local charity organizations. Items available for donation can also be listed on the County's materials exchange web site, LACoMAX, at *www.lacomax.com*, or call the **Smart Business Recycling** Program at (800) 741-9236.
- **Recycle:** Use the companies listed in this guide for recycling construction and demolition debris from your jobs. Compare the costs of recycling with the costs of disposal. Even if you have to pay for recycling, you will still "make money" if you pay less than the cost for landfill disposal.

The tables on the following pages are indexed below and provide information on companies or organizations that reuse or recycle construction and demolition debris.

Carpet and Carpet Padding 2
Inert Materials 3
(asphalt, concrete, rock, slumpstone)
Mixed Construction & Demolition Debris 7
(combined materials that will be sorted)
Red Clay Brick 8
Salvage Yards 9
Scrap Metal 10
Wood (dimensional lumber, yard waste)
- **Wood Reuse and Donation Opportunities** 11
- **Wood and Yard Waste** 12
- **Pallets** 15

For recycling of materials not listed in this guide, call the **SmartBusiness Recycling** Program at (800) 741-9236 for assistance.

For additional information, contact the County of Los Angeles SmartBusiness Recycling Program at (800) 741-9236 [TDD (626) 282-7829] or visit our web site at *www.businessrecycling.com*

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Carpet and Carpet Pad Recyclers

Recycling Facility	Types of Materials Accepted	Material Condition or Limitations	Services Offered and Fees	End-Product
AAA Carpet Recycling 2546 W. Pico Blvd Los Angeles, CA 90006 Ph: 213/380-6438	Foam carpet padding only	No limitations on the condition of materials accepted	Drop-off only Call first for price paid	Recycled foam carpet padding
Carpet Pad Recycling 1923 Rosemead Blvd South El Monte, CA 91733 Ph: 626/444-6048 M-F 7 am - 5 pm Sat: 7 am - 3 pm	Foam carpet padding only	No carpet, padding only	Drop-off only Call first for price paid	Recycled foam carpet padding
D & D Recycling 1429 W. 130th St Gardena, CA 90249 Ph: 310/329-8475 M-S 7 am - 5 pm	Nylon 6 carpet and foam padding	No limitations on the condition of materials accepted	Drop-off only Call first for price paid	
DuPont Flooring System 15651 Saticoy St. Van Nuys, CA 91406 Ph: 818/374-5200 M-F 8am - 5 pm	Various types of carpet accepted.	No vinyl backing No carpet padding	Fees are charged depending on type of carpet. Call first for fees	
LA Nylon Recycling 1919 Burnside Dr. Los Angels, CA 90016 Ph: 323/933-9021 Call for hours	Nylon 6 carpet and foam padding	No limitations on the condition of materials accepted	Can provide collection or can drop-off	
Recycling Center 12031 Sherman Way North Hollywood, CA 91606 Ph: 818/503-9454 Call for hours	Foam carpet padding only (no rubber)	No limitations on the condition of materials accepted	Drop-off only Will pay for delivery Call for prices paid	Recycled foam carpet padding

Inclusion on this list does not constitute an endorsement of any business entity, product, process, or service by the County of Los Angeles.

Inert Materials Recyclers

Recycling Facility	Types of Materials Accepted	Material Conditions or Limitations	Services Offered and Fees	End-Product
Aman Brothers 628 E. Edna Covina, CA 91723 Ph: 626/966-8471 Fx: 626/915-3244 **Plant Location:** 900 Greenwood Ave. Monterey Park, CA Ph: 213/728-2491	Separated or mixed loads of: concrete, asphalt, rock, sand, gravel, concrete block, slump stone	Maximum size: 2' x 2 ' x 1' Materials can include rebar up to #4 size or wire mesh. No clay, red brick, trash,	Fees are subject to change. Call for current prices. Extra charge for over-size and materials with rebar or wire. Portable crushing equipment available for on-site jobs.	Crushed Miscellaneous Base (CMB) - Meets Green Book specs. Class II Aggregate - Meets Blue Book specs. Processed Miscellaneous Base (PMB) - Meets Green Book specs.
CalMat Company 6232 Santos Diaz St. Azusa, CA 91702 Ph: 626/856-6156 **Plant locations:** **Sun Valley** San Fernando Road between Sheldon & Branford **Irwindale** 13130 E. Los Angeles St. **El Segundo** 339 S. Aviation	Separated or mixed load of: asphalt, concrete	Maximum size: 2' x 2' x 1' Will accept reinforced concrete concrete with wire mesh and oversized material. No dirt, glass, wood, trash or other deleterious or hazardous materials accepted.	Additional charges for reinforced concrete, concrete with wire mesh, and oversized material.	Crushed Miscellaneous Base (CMB) - Meets Green Book specs.
Cyclean, Inc. 11549 Bradley Ave. San Fernando, CA 91340 Ph: 818/837-5047 M - F 5:00 am - 6:00 pm Sat. & Sun: by arrangement	Separated or mixed loads of: concrete, asphalt, asphalt millings and grindings	No hazardous or contaminated materials or other solid waste accepted.		100% Recycled Asphalt Concrete Class II 3/4" Aggregate Base - Meets Blue Book specs. Crushed Miscellaneous Base (CMB) Meets Green Book specs.
Dan Copp Crushing 1300 N. Hancock St. Anaheim, CA 92807 Ph: 714/777-6400 **Santa Fe Springs Plant:** 12017 Greenstone Ave. M - F 7:00 am - 4:30 pm Sat: by appointment	Concrete, asphalt, concrete block, concrete w/ rebar or wire mesh, oversize concrete	Clean materials only. No dirt, glass, wood, trash or other deleterious materials.	Call office for current tipping fees. Portable crushing also available.	Class II 3/4" Aggregate Base - Meets Blue Book specs. Crushed Miscellaneous Base (CMB) Meets Green Book specs. Processed Miscellaneous Base - Meets Green Book specs.

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Inert Materials Recyclers

Recycling Facility	Types of Materials Accepted	Material Conditions or Limitations	Services Offered and Fees	End-Product
Ecopave California L.P. **A Cyclean Company** 1646 E. 32nd Street Long Beach, CA 90807 Ph: 562/427-1963	Asphalt millings & grindings only.	No concrete, chunks of asphalt, materials with rebar or wire mesh. No hazardous materials	Offers a credit toward purchase of its asphalt materials	Recycled Asphalt Concrete - (RAC)
Hanson Aggregates 16080 Arrow Highway Irwindale, CA 91706 Ph: 800/300-6120 M-F 6:30 am - 5:00 pm **Plant locations:** **Gardena** **Irwindale** **Long Beach** **North Long Beach** **Santa Monica** **South Gate** M - F 7:00 am - 3:30 pm Sat: Call for hours	Asphalt, concrete, ashalt millings and grindings, concrete block, slump stone, porcelain toilets **Site addresses:** 354 W. Walnut Ave. 13550 E. Live Oak California Ave. 6956 Cherry Ave. 24th s/o Michigan Ave. 5626 Southern Ave.	Maximum size: 2' x 3' x 6" Extra charge for concrete with rebar or wire mesh and over-sized materials. No more than 5% sandy dirt.	Fees are subject to change and vary with site; Call main office for information.	Crushed Miscellaneous Base (CMB) - Meets Green Book specs. Class II Aggregate - Meets Blue Book specs. Processed Miscellaneous Base (PMB) - Meets Green Book specs.
Industrial Asphalt 16009 Foothill Blvd. Irwindale, CA 91706 Ph: 626/856-6190 **Plant locations:** Irwindale Los Angeles Sun Valley Wilmington	Clean asphalt millings and grindings only. **Site addresses:** 16005 Foothill Blvd. 2715 E. Washington Blvd. 11447 Tuxford St. 1601 N. Alameda	**Phone** 818/334-4913 213/268-2886 818/767-7119 310/834-2655	Fees are subject to change. Call office for current prices.	Recycled Asphalt Concrete (RAC) - Meets Green Book specs.
J.A. James Construction 1150 N. Hellman Ave. Ontario, Ca 91764 Ph: 909/944-1001	In-place: Asphalt pavement	In-place asphalt pavement up to 12" thick at contractor's location. No stockpiles.	Provides in-place asphalt pulverizing services. Call for estimates.	
Master Recycling Co. 2845 Durfee Ave. El Monte, CA 91732 Ph: 626/442-4242	Concrete, rock, asphalt, sand, red clay brick, clean & mixed wood, nails, staples all OK. No wet wood, stumps, roots, palms, yucca or ivy accepted.	No size limitations for asphalt & concrete. Red brick can be broken, loose or palletized.	Will schedule regular pick-ups. Roll-offs are available. Will provide on-site source separation. Extra charge for mixed waste loads. Fees vary.	

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Inert Materials Recyclers

Recycling Facility	Types of Materials Accepted	Material Conditions or Limitations	Services Offered and Fees	End-Product
Newman and Sons, Inc. P.O. Box 877 Sun Valley, CA 91353 Ph: 213/875-1622 or 818/767-0700 **Plant Location:** 9005 Bradley Avenue Sun Valley, CA 91352 (5 Fwy to Penrose)	Separated or mixed loads of: Concrete Asphalt Rock Sand Concrete Block	Maximum size: 4' x 4' x 1' Materials can include rebar up to #4 size wire mesh. No clay, red clay brick, trash, vegetation	Fees are subject to change. Call office for current prices. Extra charge for oversize materials and materials with rebar or wire mesh.	Crushed Miscellaneous Base (CMB) - Meets Green Book specs. Class II Aggregate - meets Blue Book specs.
Recycled Base Materials P.O. Box 579 Sun Valley, CA 91353 Ph: 818/767-3088 **Plant Location:** 9050 Norris Ave. Sun Valley, CA 91352 M - F 8 am - 5 pm	Separated or mixed loads of: asphalt, concrete, concrete block, rock	Processes oversize, with rebar & wire mesh at contractor's site. Works in confined locations.	Provides mobile equipment for on-site crushing of materials.	Crushed Miscellaneous Base (CMB) - Will crush to meet Green Book specs. Class II Base (CLII) - Will crush to meet Blue Book specs. Processed Miscellaneous Base (PMB) - Will Crush to Meet Green Book Specs.
Shamrock Base 3100 N. Broadway Los Angeles, CA 90031 Ph: 213/223-2366 **Plant Location:** 551 Mission Rd. Los Angeles (Mission at Macy)	Separated or mixed loads of: asphalt, concrete, concrete block	Maximum size: 2' x 2' x 1' Cannot accept more that 10% sandy soils.	10-wheeler: $50.00 Semi-end: $60.00 Extra charge for rebar and oversize, from $5.00 to $50.00 per truck.	Certified Metro Sand Crushed Miscellaneous Base (CMB) - Will Crush to Meet Green Book Specs. Lean Concrete Mixed Aggregate
Simi Valley Base P.O. Box 729 Moorpark, CA 93020 **Plant Location:** 300 W. Los Angeles Ave. Simi Valley, CA 93065 Ph: 805/520-3595 805/529-7974 M - F 7:00 am - 4:00 pm Sat. & Sun. by arrangement	Separated of mixed loads of: asphalt, concrete, rock, Concrete block, slump stone	Maximum size: 4' x 2' x 1' No more than 5% sandy dirt. May charge extra for materials that exceed maximum size. Extra charge for materials with rebar and wire mesh.	Book rates: (Call for volume quotes) Pick-up: $20 w/ rebar: $30 Bob-Tail: $40 w/ rebar: $60 10-wheeler: $60 w/rebar: $100 Semi: $100	Processed Miscellaneous Base - (PMB) Meets Green Book specs.

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Inert Materials Recyclers

Recycling Facility	Types of Materials Accepted	Material Conditions or Limitations	Services Offered and Fees	End-Product
Tapo Rock and Sand 5141 Tapo Canyon Road Simi Valley, CA 93063 Ph: 805/526-2899 Fx: 805/527-7434 M - F 6:00 am - 4:30 pm Saturday: By appointment	Separated or mixed loads of: asphalt millings & grindings, asphalt, concrete, rock, sand, concrete block, and dirt Will also accept: reinforced concrete with wire mesh and porcelain toilets with prior arrangement	Maximum size : 2' x 2' x 1' Cannot accept more than 15% sandy dirt. No red clay brick, wood, plastic or trash accepted.		Crushed Miscellaneous Base (CMB) - Meets Green Book specs.
Valley Base Materials P.O. Box 579 Sun Valley, CA 91353 **Plant Location:** 9050 Norris Ave. Sun Valley, CA 91352 Ph: 818/767-3088 Office: 8 am - 5 pm Plant: 24 Hours	Separated or Mixed Loads of: asphalt, concrete, rock, sand, and concrete block	Maximum Size: 2' x 3' x 1' Will accept: reinforced concrete and wire mesh Will also accept porcelain toilets with advanced arrangements. No more than 15% sandy dirt. No brick, wood, plastic, or trash or accepted.	Additional charges for reinforced concrete, concrete with wire mesh and oversized materials.	Crushed Miscellaneous Base (CMB) - Meets Green Book specs. Class II Aggregate - Meets Blue Book specs. Processed Miscellaneous Base (PMB) - Meets Green Book specs.
25th Street Recycling, Inc. P.O. Box 579 Sun Valley, Ca 91353 **Plant Location:** 2121 E. 25th Street Los Angeles, CA 90058 Ph: 818/767-3088 Office: M - F 8 am - 5 pm Plant: M - F 7 am - 3 pm	Separated or mixed loads of: asphalt, concrete, rock, sand, and concrete block	Maximum size: 2' x 3' x 1' Will accept reinforced concrete, concrete with wire mesh and oversize. Will also accept porcelain toilets with advanced arrangements No red clay brick, wood, plastic or trash.	Additional charges for concrete with rebar and wire mesh.	Crushed Miscellaneous Base (CMB) - Meets Green Book specs. Class II Aggregate - Meets Blue Book specs. Processed Miscellaneous Base (PMB) - Meets Green Book specs.

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Mixed Construction and Demolition Debris Recyclers

Recycling Facility	Types of Materials Processed	Material Conditions or Limitations	Services Offered and Fees	End-Product
American Waste Industries 9033 Norris Ave. Sun Valley, CA 91352 Ph: 818/768-1492	Source separated or mixed waste loads: Wood, cinder block, brick, concrete, asphalt, rock, gravel, dirt, metal, cardboard, paper, green waste	No limitations on amount of materials accepted. No Hazardous Wastes.	Sorts mixed waste loads: Provides pick-up services & furnishes containers (from 3-50 cubic yards). Drop-off site available Call first to make arrangements.	Ground wood & Green waste sent to power plants, used as a soil amendment or sent for MDF production. Drywall used as soil amendment. Separated fines & dirt used as landfill cover.
Bradley Landfill & Recycling Center 9227 Tujunga Ave. Sun Valley, CA 91352 Ph: 818/767-6180	Source separated or mixed waste loads: Wood, cinder block, gypsum, concrete, rock asphalt, dirt, metal	No Hazardous Materials	Sorts mixed waste loads: Fees based on recyclability of waste loads. Provides pick-up services & furnishes bins	Clean wood recycled as soil amendments, mulches, particle board or boiler fuel. Inerts used for daily cover, winter decking or inert fill.
Community Recycling & Resource Recovery 9189 DeGarmo Ave. Sun Valley, CA 91352 Ph: 818/767-6000 213/875-0587	Source separated or mixed waste loads: Wood, cinder block, gypsum, concrete, rock asphalt, dirt, metal gravel, metal, cardboard	No Hazardous Wastes.	Sorts mixed waste loads: Fees based on recyclability of waste loads. Provides pick-up services & furnishes bins	Wood & Gypsum drywall used for compost. Concrete, asphalt, scrap metal & cardboard taken to recyclers. Separated fines & dirt used for landfill cover or fill dirt.
Looney Bins 11616 Sheldon Street Sun Valley, CA 93062 Ph:800/566-6392	Source separated or mixed waste loads: Wood, concrete, brick Cinder Block, concrete, rock asphalt, dirt, metal, gravel, cardboard	No Hazardous Wastes.	Sorts mixed waste loads: Provides pick-up services & furnishes bins Company also recycles movie sets	Wood used for soil amendments. Concrete, asphalt, scrap metal & cardboard taken to recyclers.
Master Recycling Company, Inc. 2845 Durfee Ave. El Monte, CA 91732 Ph: 626/442-4242	Source separated or mixed waste loads: Wood, concrete, brick Cinder Block, concrete, rock asphalt, dirt, metal, gravel, cardboard	No Hazardous Wastes.	Sorts mixed waste loads: Fees based on recyclability of waste loads. Provides pick-up services & furnishes bins	Wood used for soil amendments. Concrete, asphalt, scrap metal & cardboard taken to recyclers.

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Red Clay Brick Recyclers

Recycling Facility	Types of Materials Accepted	Material Conditions or Limitations	Services Offered or Fees
Bourget Bros. Building Materials 1636 11th Street Santa Monica, CA 90404 Ph: 310/450-6556	Company has a site where materials are bought and sold. If materials are approved for purchase, company will provide collection.	Call in advance to arrange an inspection of materials. Minimum quantity: 10,000 bricks, estimated at 500 bricks per pallet.	Company will pick-up and pay for high quality red clay brick from processors for resale.
Master Recycling 2845 Durfee Avenue El Monte, CA 91732 Ph: 626/442-4242	Company provides on-site collection bins & hauling services for red bricks.	Contractors or individuals with red brick should call to make advance arrangements.	Company accepts loose, broken & palletized Red Bricks delivered to its processing facility. Will clean, stack and palletize loose bricks for resale to building material suppliers.
Sepulveda Building Materials 2936 Sepulveda Blvd. Torrance, CA 90505-2894 Ph: 310/325-2173 **Gardena Site Location:** 358 E. Gardena Blvd. Gardena, CA 90248-2814 Ph: 310/325-2173	Will only accept materials delivered to its sites for purchase by prior arrangement, inspection & approval.	Minimum quantity: To be arranged.	Purchases high-quality bricks only. Will provide pallets & hauling services. Does not have staff to clean and stack bricks on pallets, but can recommend a company.

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Salvage Yards

Recycling Facility	Types of Materials Accepted	Material Conditions or Limitations	Services Offered	End-Product
Ace Recycling 21253 Nordhoff St. Chatsworth, CA 91311 Ph: 818/772-4891 M - F 7:30 am - 5:00 pm Sat: 7:30 am - 2:30 pm	Iron, Chainlink Fences, Bathtubs, Metal Items, Neon and other Signs, Water Heaters, Metal Doors and Windows, Screens, Insulated Wire	Items must be in reuseable condition. Please call first.	May pick up materials. May pay for items.	Recycled items for resale or re-use.
Bourget Bros. Building Materials 1636 Eleventh St. Santa Monica, CA 90404 Ph: 310/450-6556 M - F 7:00 am - 5:00 pm Sat: 8:00 am - 5:00 pm	Used Brick, Mission Roof Tile, and Flat Broken Concrete only (no curbing).	Purchase of used tile, Used Brick - 10,000 or more pieces.	Please call first for list of services offerred.	Recycled Brick, Roof Tile and Broken Concrete.
Freeway Building Materials 1124 South Boyle Ave. Los Angeles, CA 90023 Ph: 323/261-8904 M - Sat 8:00 am - 4:00 pm	Salvaged Brick, Leaded Glass, and other windows. Wrought Iron and Chainlink fences. Gates, Heaters, Shutters, Porcelain Pedestal Sinks, Toilets	Reuseable items only for residential and commercial restoration, rehabilitation & new construction. Please call first.	Salvaged residential & commercial articles.	Rents Architectural Articles & Vintage items for Theater, Movies & Television Props. Retail to the public.
Liz's Antique Hardware 453 S. LaBrea Ave. Los Angeles, CA 90036 Ph: 323/939-4403 www.lahardware.com M - Sun: 10:00 am - 6:00 pm Thurs: 10:00 am - 9:00 pm	Doors, Windows, Curtain & Furniture Hardware, Plumbing, Light Fixtures & Bath Accessories	Items must be in reuseable condition. Please call first.	May pick up & may pay for items.	Salvaged residential & commercial articles. Provides Prop Rental Services. Retail to the public
Manchester Sash & Doors 1228 W. Manchester Ave. Los Angeles, CA 90044 Ph: 323/777-0752	Builders Hardware, Locks and Hinges.	Please call first. Must see item(s).	Supplies new/used windows & doors for restoration work.	Builders Hardware Antique 1880 - 1940.
Scavenger's Paradise 5453 Satsuma Ave. North Hollywood, CA 91604 Ph: 323/877-7945 M - Sat: 12 noon - 5:00 pm	Doors, Windows, hardware light fixutres, bath tubs, wrought iron	Reuseable items only.	Displays Architectural pieces to encourage re-use	Salvaged residential, commercial and some industrial items.
Square Deal Plumbing & Heating Supplies 2302 E. Florence Ave. Huntington Park, CA 90255 Ph: 323/587-8291 M - Sat: 8:00 am - 5:00 pm	Tubs, Wash Basins, Toilets Specialize in color plumbing fixtures	Please call first. May pay for items.	Supply plumbing & heating parts & materials.	Reuseable plumbing fixtures & parts. Rentals to film industry.

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Scrap Metal Recyclers

These companies can provide collection services for scrap metal throughout Los Angeles County and are not limited to geographic regions. They also operate drop-off facilities where materials can be delivered.

Recycling Facility	Address	Phone	Materials Accepted
A & S Metal Recycling	2261 E. 15th St. Los Angeles, CA 90021	213/623-9443	high grades and misc. scrap metal
Ace Recycling and Scrap	21252 Nordhoff St. Chatsworth, CA 91311	818/772-4891	high grades and misc. scrap metal
Active Recycling Co., Inc.	2000 W. Slauson Ave. Los Angeles, CA 90047	323/295-7774	high grades and misc. scrap metal
Alpert & Alpert	21930 Wilmington Long Beach, CA 90810	323/775-6791	high grades and misc. scrap metal
Alpert & Alpert Iron & Metal	1815 Soto St. Los Angeles, CA 90023	323/265-4040	high grades and misc. scrap metal
Atlas Iron & Metal, Co.	10019 S. Alameda St. Los Angeles, CA 90002	323/566-5184	high grades and misc. scrap metal
C & M Metals, Inc.	1709 E. 24th St. Los Angeles, CA 90058	323/234-4662	high grades and misc. scrap metal
Clean Steel, Inc.	2061 E. 220th St. Long Beach, CA 90810	310/830-6010	high grades and misc. scrap metal
Damille Metal Supply, Inc.	8201 Santa Fe Huntington Park, CA 90255	323/587-6001	high grades and misc. scrap metal
Ekco Metals	1700 S. Perino Pl. Los Angeles, CA 90023	323/264-1615	high grades and misc. scrap metal
G. Harris International, Inc.	1025 MacFarland Ave. Wilmington, CA 90748	310/513-1424	high grades and misc. scrap metal
Grande Vista Steel	4611 Cecelia Cudahy, CA 90201	323/773-8032	high grades and misc. scrap metal
Hiuka America Corp.	482 Pier T Ave. Long Beach, CA 90810	310/682-1000	high grades and misc. scrap metal
Hugo Neu-Proler Co. - (Main Office)	901 New Dock St. Terminal Island, CA 90731	323/775-6626	high grades and misc. scrap metal
Hugo Neu-Proler Co. - Alameda Street Metals	10313 S. Alameda St. Lynwood, CA 90002	323/564-5601	high grades and misc. scrap metal
Hugo Neu-Proler Co. - Downtown Metal Center	2728 Long Beach Ave. Los Angeles, CA 90058	323/234-1883	high grades and misc. scrap metal
Hugo Neu-proler Co. - Irwindale Iron & Metal	2495 Buena Vista Irwindale, CA 91706	626/359-5815	high grades and misc. scrap metal
Hugo Neu-Proler Co. - Pacific Industrial Metal	10313 S. Alameda St. Los Angeles, CA 90002	323/564-5601	high grades and misc. scrap metal
Hugo Neu-Proler Co. - San Gabriel Valley Iron	1341 E. Mission Blvd. Pomona, CA 91766	909/397-0032	high grades and misc. scrap metal
Hugo Neu-Proler Co. - Valley Iron & Metal	9754 San Fernando Rd. Sun Valley, CA 91352	818/767-5022	high grades and misc. scrap metal
Ideal Metal & Salvage Co.	18700 S. Broadway Gardena, CA 90248	310/324-1191	high grades and misc. scrap metal
Jos Levin & Sons	2863 E. Slauson Ave. Huntington Park, CA 90255	323/588-4207	high grades and misc. scrap metal
Kramer Metals - Ferrous Metals Division	1000 E. Slauson Ave. Los Angeles, CA 90011	323/233-4201	high grades and misc. scrap metal
Max Scrap Metals	21608 Nordhoff St. Chatsworth, CA 91311	818/709-4100	high grades and misc. scrap metal
Mid-City Iron & Metal Corp.	2104 E. 15th St. Los Angeles, CA 90021	213/747-4281	high grades and misc. scrap metal
Number One Recycling	12051 Branford St. Sun Valley, CA 91352	818/890-2267	high grades and misc. scrap metal
P & R Metals, Inc.	2222 N. Alameda St. Compton, CA 90222	310/604-0535	high grades and misc. scrap metal
Pacific Coast Recycling	12301 E. Valley Blvd. El Monte, CA 91723	626/444-9530	high grades and misc. scrap metal
Rockmaker Scrap Metal	12428 Center St. South Gate, CA 90280	310/639-4922	high grades and misc. scrap metal
Royal Metals	6400 Bandini Bl. Commerce, CA	323/890-2833	high grades and misc. scrap metal
Spectrum Alloys, Inc. - Ferrous Metals Division	1760 E. Slauson Ave. Los Angeles, CA 90058	323/587-2277	high grades and misc. scrap metal
Standard Metals Recycling	2032 E. 220th St. Long Beach, CA 90810	310/835-0115	high grades and misc. scrap metal
State Salvage Co., Inc.	22500 S. Alameda St. Long Beach, CA 90810	310/835-3849	high grades and misc. scrap metal
Valley Recycling Center	20220 Plummer St. Chatsworth, CA 91311	818/885-7318	high grades and misc. scrap metal

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Wood Re-Use and Donation Opportunities

Organization	Types of Materials Accepted	Material Condition or Limitations	Services Offered and Fees	End-Product
Amor Ministries 1664 Precision Park Lane San Diego, CA 92173 Ph: 619/662-1200	Reusable dimensional lumber, building products and materials.	Materials must be in good condition for reuse.	Will provide collection in the Los Angeles area if there are sufficient quantities (minimum pick-up truck).	A non-profit, non-denominational organization that organizes short-term mission trips to Mexico to build & repair homes, churches, schools, medical clinics and orphanages.
California Materials Exchange (CALMAX) c/o CIWMB 8800 Cal Center Drive Sacramento, CA 95826 Ph: 800/553-2962 www.ciwmb.ca.gov/calmax	CALMAX is a materials exchange sponsored by the CIWMB. Various types of materials can be listed on this site including lumber, pallets, wood chips, sawdust, etc.	No hazardous material listings.	Listings are posted free of charge. Web Site listings are updated daily.	CALMAX features regularly updated listings of available and wanted materials in California that would otherwise be thrown away.
Los Angeles County Materials Exchange (LACoMAX) Ph: 626/458-5167 www.lacomax.com	LACoMAX is a materials exchange sponsored by the County of Los Angeles. Various types of materials can be listed on this web site, including lumber, pallets, wood chips, sawdust, etc.	No hazardous material listings.	Listings are posted free of charge.	LACoMAX features regularly updated listings of available and wanted materials within Los Angeles County that would otherwise be thrown away.
Maxwell Pacific P.O. Box 4127 Malibu, CA 90264 Ph: 310/457-4533	Accepts demolition wood in good reusable, condition. Nail and staples are OK.	No pressure treated wood.	Call first for further information.	Lumber is reused in building projects.

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Wood Recyclers

Recycling Facility	Types of Materials Accepted	Material Condition or Limitations	Services Offered and Fees	End- Product
Active Recycling 2000 W. Slauson Ave Los Angeles, CA 90047 Ph: 323/295-7774 7 days week 6 am - 4:45 pm	Clean wood waste demolition wood pre-chipped wood tree rimmings whole & broken pallets	Nail, staples paint OK No pressure-treated wood	Drop off OK Will schedule regular roll-off pick-ups Roll-offs available.	Various soil amendment products Rock Composting
American Greenwaste 14700 Cypress Ave. Chino, CA 91710 Ph: 909/393-4140 M - F 7:00 am - 5:00 pm Sat 7:00 am - 1:00 pm (varies)	Clean waste wood, Pre-chipped wood Tree trimmings Christmas trees Yard waste Whole & broken pallets	Very limited paint, nails & staples.	Drop-off only Roll-offs available Call for prices	Various soil amendments Wood fuel
Angelus Sawdust Products 1516 Grande Vista Ave. Los Angeles, CA 90023 Ph: 323/269-2195 M - F 7:00 am - 3:00 pm	Clean wood waste sawdust pre-chipped wood	Very limited paint, nails or No glues, i.e., plywood, particle board, etc. No tree trimmings, yard waste, grass.	Will schedule regular pick-ups. Roll-offs available.	50% various soil amendment products, boiler fuel, wood flours, wood chips for smoking meats.
Artesia Sawdust 13434 Ontario Ave. Ontario, CA 91761 Ph: 909/947-5983 M - F 7:00 am - 4:00 pm Sat. 7:00 am - 12:00 pm	Clean wood waste, sawdust pre-chipped wood Tree chips tree trimmings whole & broken pallets.	Nails staples OK. No tree trimmings over 4" in diameter or longer than 4'. No yucca, palms,ivy or grass.	Will schedule regular pick-ups. Roll-offs available.	Various soil amendment products Wood shavings & chips wood fuel groundcover course wood
Bradley Landfill & Recyling Center (WMI) 9227 Tujunga Ave. Sun Valley, CA Ph: 818/767-6180 M - F 6:00 am - 6 :00 pm Sat 7:00 am - 3:00 pm	Clean wood waste pre-chipped wood sawdust tree trimmings yard waste Christmas trees.	Some paint, nails & staples OK No tree trimmings over 8" in diameter. No grass clippings. No pressure treated or treated wood	No pick-up service, drop-off only Drop-off charges: Dry wood waste - $22.00/ton Green waste - $27.00/ton	Soil amendments wood fuel
Calabassas Landfill - L.A. County Sanitation Dist. 5300 Lost Hills Rd. Agoura, CA 91301 Ph: 818/889-1430 Hours: M - Sat: 8:00 am - 5 pm Except Holidays.	Clean loads of tree/yard trimmings & brush only.	No branches/stumps larger than 6" in diameter. No recycling of lumber, wood, wood pallets, or palms. No materials generated within the City of Los Angeles	Drop-off only $24.07/ton (cash - no checks) Minimum: $23.00/vehicle Landfills close when daily capacity is reached; Please call to make sure landfill is open.	Daily landfill cover. Mulch & compost for use on-site.
Central Los Angeles Recycling & Transfer (BFI) 2201 E. Washington Blvd. Los Angeles, CA 90021 Ph: 213/746-9700 M - F 4:00 am - 5:00 pm Sat: 6:00 am - 2:00 pm	Tree trimmings Christmas trees Yard waste & grass clippings Whole & broken pallets	No tree stumps, roots or other wet woods.	Will schedule regular pick-ups Drop-off OK Drop-off charges: $39.35/ton Roll-offs available.	Various soil amendments compost

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Wood Recyclers

Recycling Facility	Types of Materials Accepted	Material Condition or Limitations	Services Offered and Fees	End- Product
Chino Valley Sawdust 13434 Ontario Ave. Ontario, CA 91761 Ph: 909/923-0563 Ph: 909/947-5983 M - F: 7:00 am - 4:00 pm Sat: 7:00 am - 12:00 pm	Clean wood waste sawdust pre-chipped wood tree chips clean dirt concrete, asphalt	Nails, staples OK No palms, yucca, ivy, or grass clippings. No painted wood.	Will schedule regular pick-ups Drop-off OK Call for drop-off charges Most clean wood waste - Free Other loads - small charge	Various soil amendments Wood shavings Wood fuel
Community Recycling & Resource Recovery, Inc. (Crown Disposal) 9189 De Garmo Ave. Sun Valley, CA 91352 Ph: 818/767-6000 24 hours 7 days/week	Clean wood waste Pre-chipped wood All demolition wood Tree trimmings Whole & broken pallets	Staples, nails, paint OK No palms or tree roots. No pressure treated wood	Will schedule regular pick-ups Roll-offs available. Drop-off charges: $28.00/ton	Soil amendments/composting
Hi-Waste Disposal 11718 Arkansas St. Artesia, CA 90701 Ph: 562/865-8068 M - F 8:00 am - 3:00 pm Sat 8:00 am - 1:00 pm	Clean wood waste Pre-chipped wood All demolition wood Tree Trimmings Whole & broken pallets	Nails, staples, paints OK No pressure treated wood No palms, tree roots, or grass	Will schedule regular pick-ups. Roll-offs available Provides hauling services to various wood waste processors	Various soil amendments Composting
Kellogg Supply, Inc. 350 Sepulveda Blvd. Carson, CA 90745 Ph: 310/830-2200 Hours: M - F: 8 - 4	Ground clean wood waste, chipped yard waste Chipped sawdust	No demolition wood No paint, nails, staples etc. No whole or broken pallets	Call Mike Menicucci for Drop-off location.	100% various soil amendment products
Puente Hills Landfill - L.A. County Sanitation Dist. 2800 S. Workman Mill Rd. Whittier, CA 90601 Ph: 323/685.5217 M - Sat: 6:00 am - 5:00 pm Except Holidays	Clean loads of tree/yard trimmings & brush only.	No branches/stumps larger than 6" in diameter. No recycling of lumber/wood or wood pallets. No materials generated within the City of Los Angeles are accepted.	Drop-off Only. Drop-off charges: $16.95/ton Call for tipping fee. County landfills close when they reach daily capacity. Please call to make sure landfill is open.	Daily landfill cover. Mulch and compost for use on-site.
Recycled Wood Products 1313 East Phillips Pomona, CA 91766 Ph: 909/868-6882 M - F 7:00 am - 5:00 pm Sat 7:00 am - 1:00 pm	Clean wood waste Pre-chipped Wood Sawdust, tree trimmings Yard Waste Christmas Trees Inert materials	Some paint, nails & staples OK No tree trimmings larger than 8" in diameter Limited palm, ivy, yucca.	Will schedule regular pick-ups Roll-offs available Drop-off OK; call for current rates	70% various soil amendments 30% sawdust, shavings and wood fuel

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Wood Recyclers

Recycling Facility	Types of Materials Accepted	Material Condition or Limitations	Services Offered and Fees	End- Product
Resets Entertainment Commodities 11655 Wicks St. Sun Valley, CA 91352 Ph: 818/504-9893 Pager: 818/716-2335 M - F 6:00 am - 6:00 pm	Clean wood	No contamination	Roll-offs available Call for rates	Soil amendments reuse of items in good condition
Scholl Canyon Landfill L.A. County Sanitation Dist. 3001 Scholl Canyon Rd. Glendale, CA 91206 Ph: 818/243-9779 M - Sat: 8:00 am - 5:00 pm Except Holidays	Clean loads of tree/yard trimmings & brush only.	No branches/stumps larger than 6" in diameter. No recycling of lumber, wood, or palms No materials generated within the City of Los Angeles	Drop-off only. Call for tipping fees. County landfills close when they reach Daily Capacity. Please call to make sure landfill is open.	Daily landfill cover Mulch & compost for use on-site
Spadra Landfill L.A. County Sanitation Dist 4125 W. Valley Blvd. Pomona, CA 91789 Ph: 909/595-2710 M - Sat: 8:00 am - 5:00 pm Except Holidays	Clean loads of tree/yard trimmings & brush only.	No branches/stumps larger than 6" in diameter. No recycling of lumber, wood or palms No materials generated within the City of Los Angeles	Drop-off only Call for tipping fees. County landfills close when they reach Daily Capacity. Please call to make sure landfill is open.	Daily landfill cover Mulch & compost for use on-site
Waste Management 4489 Ardine South Gate, CA 90280 Ph: 323/560-8488 M - F 5:30 am - 5:00 pm Sat: 5:30 am - 1:00 pm	Clean wood waste Pre-chipped wood All demolition wood Tree trimmings Whole & broken pallets	Nails, staples & paint OK No treated wood No palms or tree roots	Will schedule regular pick-ups Drop-off OK. $33.00/ton Roll-offs available	Various soil amendments/ composting
Whittier Fertilizer 9441 Kruse Rd. Pico Rivera, CA 90660 Ph: 562/699-3461 Contact: Ernie Bernal Jim Osborn or Bob Osborn M - Sat: 7:00 am - 4:00 pm	Clean waste wood Pre-chipped wood Demolition wood Tree trimmings Christmas trees Whole or broken pallets	No tree trimmings larger than 6" in diameter No roots, stumps or wet wood No bamboo, palms or yucca Clean demolition wood	No pick-up services Drop-off only Call for tipping fees.	Ground cover & soil amendment products.

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Pallet Recyclers

Company	Services Offered
Another Pallet 2110 W. Cowles St. Long Beach, CA 90813 562/437-6106	Collection minimum: none Payment: .50 - $.00 Scheduling: same day to 3 days Condition: Whole & broken pallets
Arnie's Supply Service 1541 N. Ditman Monterey Park, CA 91754 213/263-1696 arniessupply@earthlink.net	Collection minimum: 80 pallets Payment: .50 - $3.00 depending on condition & size Scheduling: Approximately 1x per week or on call
Cainas Pallets 2011 N. Santa Fe Ave. Compton, CA 90221 310/569-6470	Collection minimum: 100 pallets Payment: .50 - $3.00 depending on condition & size Scheduling: Approximately 1x per week or on call Condition: Whole & broken pallets
Central City Pallets 2223 Enterprise St. Los Angeles, CA 90021 213/892-0599	Collection minimum: 100 pallets Payment: .50 - $1.00 Scheduling: Approximately 1x per week or on call Condition: Whole & broken pallets
Jose Luis Castilla 10503 S. Prairie Ave. Inglewood, CA 90301 310/419-7895	Collection minimum: none Payment: .50 - $3.00 depending on condition & size Scheduling: Approximately 1x per week or on call Condition: Whole pallets in good condition
Century Pallets 2911 Norton Ave. Lynwood, CA 90262 310/605-0788	Collection minimum: 80 pallets Payment: .75 - $3.50 depending on condition & size Scheduling: On call Condition: Whole & broken pallets
FS Pallets & Repair Service P.O. Box 648 Gardena, CA 90248 310/538-9165	Collection minimum: 50 pallets Payment: .25 - $2.50 depending on condition & size Scheduling: On call Condition: Whole & broken pallets
F.S. Southwest Woodworks Co. 140 E. 163rd St. Gardena, CA 90248 818/897-1840	Collection minimum: 50 pallets Payment: .25 - $3.00 Scheduling: Next day pick-up Condition: Whole & broken pallets
L&R Wood Pallets 5915 State St. Huntington Park, CA 90255 213/582-8752	Min: 75 pallets for pick-up. Also accepts drop-offs. Payment: .50 - $3.00 depending on condition & size. Scheduling: Approximately 1x per week or on call. Condition: Whole or broken pallets.
LeDesma Pallets 2809 N. Santa Fe Ave. Compton, CA 90222 310/631-4799	Collection minimum: none Payment: Varies depending on condition & size. Scheduling: On call. Condition: Whole & broken pallets.

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Pallet Recyclers

Company	Services Offered
Pacific Pallets 2110 Cowles St. Long Beach, CA 90813 562/432-4315	Collection minimum: 75 - 100 Scheduling: On call Condition: Whole & broken pallets
Pallet Factory, Inc. 9490 9th St. Rancho Cucamonga, CA 909/481-8380	Collection minimum: none Payment: .50 & up depending on condition & size Scheduling: Next day or on call Condition: Whole & broken pallets
Pico Rivera Pallet 14144 Santa Anan Ave. Fontana, CA 92337 909/350-0113	Collection minimum: 50 pallets Payment: .75 - $2.00 Scheduling: Will pick up within one week Condition: Whole & broken pallets
RC Pallets 11500 Wright Rd. Lynwood, CA 90262 310/608-3330	Collection minimum: 100 pallets Payment: .50 & up depending on condition & size Scheduling: Will pick up same day or on call Condition: Whole & broken pallets
S & G Pallets 1345 E. 7th St. Los Angeles, CA 90021 213/488-9457	Collection minimum: 100 pallets Payment: .50 - $3.00 Scheduling: Same day or next day pick-up Condition: Whole & broken pallets
S & M Pallet Co. 545 Banning Compton, CA 90222 310/635-2664	Collection minimum: 100 pallets Scheduling: On call Condition: Whole & broken pallets
Southland Pallets 725 Channing St. Los Angeles, CA 90021 213/624-8690	Collection minimum: 50 pallets Payment: .50 - $3.00 depending on condition & size Scheduling: Approximately 1-2x per week or on call Condition: Whole & broken pallets
Western Pallet 617 Vineland Ave. La Puente, CA 91746 626/330-7376	Collection minimum: 35 pallets Payment: .50 - $3.00 depending on condition & size Scheduling: Approx. 1x - 2x per week or on call Condition: Whole & broken pallets

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EXHIBIT C

ANALYSIS

This ordinance amends Title 20 - Utilities of the Los Angeles County Code by adding Chapter 20.87 - Construction and Demolition Debris Recycling, to facilitate the recycling and reuse of construction and demolition debris in the unincorporated areas of the County of Los Angeles.

OFFICE OF THE COUNTY COUNSEL

By
JUDITH A. FRIES
Principal Deputy County Counsel
Public Works Division

DRAFT

JAF:gm

02/02/04 (Requested)

03/30/04 (Revised)

ORDINANCE NO. _____

An ordinance amending Title 20 - Utilities of the Los Angeles County Code by adding Chapter 20.87 - Construction and Demolition Debris Recycling, relating to the recycling and reuse of construction and demolition debris in the unincorporated areas of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 20.87 is hereby added to read as follows:

Chapter 20.87

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

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20.87.010 Findings and declarations.

The board of supervisors finds and declares as follows:

A. The California Integrated Waste Management Act of 1989, as amended, section 40000 et seq. of the Public Resources Code, requires that each local jurisdiction in the state divert 50 percent of all solid waste from disposal within its jurisdiction through measures including recycling and reuse.

B. Recycling and reuse of construction and demolition debris is essential to further the county's efforts to comply with the goals of the California Integrated Waste Management Act of 1989.

C. The recycling and reuse of construction and demolition debris have been proven to significantly reduce the amount of material that is disposed in landfills.

D. Except in unusual circumstances, it is feasible to recycle or reuse an average of at least 50 percent of all construction and demolition debris.

20.87.020 Purpose.

The purpose of this chapter is to increase the recycling and reuse of construction and demolition debris, consistent with the goals of the California Integrated Waste Management Act of 1989.

20.87.030 Definitions.

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The following definitions shall apply in the application of this chapter.

A. "Applicant" means any individual, association, firm, limited liability company, partnership, political subdivision, government agency, municipality, public or private corporation, or any other entity whatsoever that has filed an application for a permit.

B. "Construction and demolition debris" or "C&D debris" means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or resulting from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, site clean-up, and any act relating to any of these activities. C&D debris includes, but is not limited to, asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

C. "Debris recycling and reuse plan" or "RRP" means a written plan for recycling and reuse prepared by an applicant pursuant to Section 20.87.050 in a form prescribed or approved by the director.

D. "Director" means the director of the department of public works or his/her authorized representative.

E. "Dispose" means the final deposition of solid wastes onto land, into the atmosphere, or into the waters of the state.

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F. "Hazardous waste" means hazardous waste as defined by section 40141 of the Public Resources Code.

G. "Inert material" means nonputrescible solid material which includes, without limitation, soil, rock, gravel, concrete, and similar material that does not contain hazardous waste, radioactive waste, medical waste, soluble pollutants, or decomposable matter.

H. "Medical waste" means waste regulated pursuant to the Medical Waste Management Act, section 117600 et seq. of the Health and Safety Code and which is deemed not to be solid waste pursuant to section 40191(b)(3) of the Public Resources Code.

I. "Permit" means any permit issued by the Building Official pursuant to Section 106 of Chapter 1 of Title 26 of this code.

J. "Project" means:

1. Any work requiring one or more permits, the total value of which exceeds $100,000 as determined pursuant to Section 107.1 of Chapter 1 of Title 26 of this code;

2. Any work requiring one or more permits which consists only of the demolition of a structure or structures, irrespective of the total value of the demolition work; or

3. Any work requiring one or more permits which consists only of grading, irrespective of the total value of the grading work.

A project may consist of work requiring more than one permit only if the director determines, upon the applicant's request, that the work will take place within a single parcel as defined in Section 11.42.070 of this code, or that related work will take place within parcels that are in close proximity to one another.

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A project shall not include:

1. Any work which is determined by the director to be necessary to protect the public health or safety and to be a necessary undertaking in direct response to an event proclaimed by the appropriate federal, state or local official, or governing body to constitute an emergency or disaster;

2. Any work undertaken by or on behalf of the county; or

3. Any work that includes not more than one single-family or two-family residential structure and associated accessory structures, except for work consisting of demolition only.

K. "Project C&D debris" means the C&D debris generated within a project. Project C&D debris does not include rock or soil that is transferred from one location to another location within the project site and that is not removed from the project site.

L. "Project completion" means the date of the final inspection of the project pursuant to Section 108.4.6 of Title 26 of this code, or if no final inspection is required, 30 calendar days following the date the work authorized by the permit(s) is completed, as determined by the director.

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M. "Radioactive waste" means waste regulated pursuant to the Radiation Control Law, section 114960 et seq. of the Health and Safety Code.

N. "Recycle" or "recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise be disposed, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include the transfer of rock or soil from one location to another location within the project site.

O. "Reuse" means the use of a material in the same or similar form as originally produced, which material would otherwise be disposed. Reuse does not include the transfer of rock or soil from one location to another location within the project site.

P. "Solid waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Notwithstanding the foregoing, "solid waste" does not include any of the following:

1. Hazardous waste;

2. Materials or substances that are salvaged for reuse or recycling that are not disposed;

3. Radioactive waste; or

4. Medical waste.

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Q. "Vendor" means any company, person, or other third party that the applicant may use, hire, or employ to dispose, collect, receive, recycle, or reuse project C&D debris.

20.87.040 Required recycling or reuse of project C&D debris.

A. At least 50 percent, determined by weight, of all project C&D debris shall be recycled or reused unless a lower percentage is approved by the director upon a determination that recycling or reuse of 50 percent of all project C&D debris is not reasonably feasible.

B. Inert materials shall comprise no more than two-thirds, determined by weight, of the percentage of project C&D debris that is required to be recycled or reused, unless a higher percentage of inert materials is approved by the director upon a determination that the project will not otherwise generate or result in sufficient C&D debris to meet the level of recycling or reuse required in subsection A.

20.87.050 Submission and required contents of debris recycling and reuse plan.

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A. An applicant shall submit an RRP for a project to the department of public works, environmental programs division, after filing an application for a permit, unless an RRP for the project is already on file with the department of public works.

B. An RRP shall contain all of the following information:

1. The name and address of the applicant and of all persons owning any or all of the property on which the project will take place;

2. Evidence that the applicant:

a. Is the owner of the property on which the project will take place, hereinafter referred to as the "subject property", or

b. Is the authorized agent of the owner or owners of the subject property, and such owner(s) acknowledge that they are aware of and understand that a violation of any provision of this chapter may result in the imposition of administrative penalties and that any unpaid administrative penalties imposed may be declared a lien on the subject property, or

c. Is or will be the plaintiff in an action in eminent domain to acquire any or all of the subject property, or

d. In the case of a public agency, is negotiating to acquire any or all of the subject property;

3. A description of the project, including location, scope, required permit(s), and estimated timeline for completion of the project;

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4. The estimated weight of the project C&D debris;

5. The estimated weight of the project C&D debris to be disposed;

6. The estimated weight of the project C&D debris to be recycled or reused;

7. The names and addresses of all vendors and facilities that the applicant proposes to use to collect, receive, dispose, recycle, or reuse the project C&D debris;

8. The estimated percentage, determined by weight, of the project C&D debris that will be recycled or reused; and

9. The estimated percentage, determined by weight, of inert materials that will be recycled or reused.

20.87.060 Approval of debris recycling and reuse plan.

A. No permit shall be issued for a project unless and until the director has reviewed and approved an RRP for the project. An RRP shall be approved only if the director determines that:

1. The RRP contains all of the information required by Section 20.87.050;

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2. The RRP demonstrates compliance with the requirements of Section 20.87.040; and

B. If at any time it becomes apparent that the contents of an approved RRP are no longer accurate, the applicant shall immediately notify the director, who will determine whether an addendum to the RRP must be submitted.

C. In the event an addendum to an RRP is required, the applicant shall submit the addendum with such information as may be required by the director to ensure compliance with subsection B of Section 20.87.050.

20.87.070 Evidence of compliance with debris recycling and reuse plan.

A. Upon approval of an RRP, the applicant shall submit an annual progress report to the director, on or before March 1, until project completion. The progress report shall be in a form prescribed or approved by the director and shall contain all of the following information:

1. A brief description of the status of completion of the project;

2. The estimated weight of all project C&D debris that has been generated, reused, recycled, and disposed to date; and

3. The estimated percentage that inert materials comprise of the total project C&D debris that has been recycled or reused to date.

B. Notwithstanding the foregoing, a progress report is not required:

1. Within the first eleven months after the director's approval of the RRP; or

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2. If the applicant has submitted a final compliance report for the project to the director or has notified the director of the applicant's intention to submit a final compliance report on or before May 30 of the same year. In the event that the applicant fails to submit such final compliance report by May 30, the applicant shall instead submit a progress report no later than May 30.

C. Within 45 days following project completion, the applicant shall submit to the director a final compliance report containing the following information and documentation:

1. The weight of all project C&D debris;

2. The weight of the project C&D debris that was recycled or reused;

3. The weight of the project C&D debris that was disposed;

4. Copies of receipts from every vendor or facility that collected, transported, or received any project C&D debris. Each receipt must specify the weight

of any project C&D debris handled by the vendor or facility and must clearly demonstrate that all such C&D debris originated from the project site;

5. A calculation of the actual percentage, determined by weight, of project C&D debris that was recycled or reused;

6. A description of the manner in which the project C&D debris was recycled or reused and the name and address of any vendors and facilities employed in the recycling or reuse of project C&D debris; and

7. A calculation of the actual percentage, determined by weight, of inert materials that were recycled or reused.

D. In the event the applicant has failed to recycle or reuse the percentage of C&D debris required under Section 20.87.040, every ton of C&D debris that the applicant has not recycled or reused as required shall constitute a separate violation of this chapter for which the director may impose administrative penalties as provided by subsection F of Section 20.87.090.

20.87.080 Weighing of project C&D debris.

All project C&D debris shall be weighed on scales that comply with all applicable state and county regulatory requirements for accuracy and maintenance, except when the director determines that weighing C&D debris is not practical. In that event, a volumetric measurement shall be used and the volume shall be converted to weight based on the standardized conversion rate table approved by the director for this purpose.

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20.87.090 Notice of violation and administrative penalty.

A. The director shall have the authority to issue a notice of violation for a violation of any provision of this chapter. The notice of violation shall specify the conditions constituting the violation, the time within which the violation must be corrected, the applicable administrative penalty, and the availability of an administrative appeal as provided in Section 20.87.100. The notice of violation shall also state that if such an administrative appeal is not filed and the applicable administrative penalty has not been paid, the director may withhold approval of any and all RRPs submitted by the applicant on any project(s) until such penalty has been paid, and the amount of any unpaid administrative penalty may be declared a lien on any real property on which the project took place, as provided in Section 20.87.120.

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B. A notice of violation shall be served upon the applicant by personal delivery or by registered or certified mail, return receipt requested, at the director's election. In the event, after reasonable effort, the director is unable to serve the notice of violation as set above, service shall be accomplished by posting a copy of the notice on the premises of the project. The date of service is deemed to be the date of mailing, personal delivery, or posting, as applicable.

C. The director's issuance of a notice of violation shall be final unless an administrative appeal has been filed as provided in Section 20.87.100. If such an administrative appeal is not filed, the director may withhold approval of any and all RRPs submitted by the applicant on any project(s) until the applicable administrative

penalty has been paid, and the amount of any unpaid administrative penalty may be declared a lien on any real property on which the project took place, as provided in Section 20.87.120.

D. If any continuing violation of this chapter, other than a violation of Section 20.87.040, is not corrected within 30 days following the date of service of a notice describing the violation, the director may impose an administrative penalty for each violation in the amount of $100 for the first violation, $200 for the second violation of the same provision of this chapter within one year, and $500 for each additional violation of the same provision of this chapter within one year from the first violation. Each day of a continuing violation shall constitute a separate violation. DRAFT

E. In the event of a violation, other than a violation of Section 20.87.040, in which the director determines that corrective action is no longer possible or viable, the notice of violation shall state the reasons why no further corrective action remains possible or viable. Such violation shall be deemed corrected at the end of 60 days following the date of service of the notice of violation.

F. If, upon review of the final compliance report, the director determines that a project is in violation of the requirements of Section 20.87.040, the director may impose an administrative penalty equal to $250 for every ton of C&D debris that was not recycled or reused as required.

G. Notwithstanding the provisions of subsections D and F, the total amount of administrative penalties imposed for a project under this section shall not exceed 15

percent of the value of the project, as described on the permit application(s), or $50,000, whichever is less.

H. Any penalty collected under this section shall be deposited in the Solid Waste Management Fund.

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20.87.100 Administrative review of notice of violation.

A. An applicant upon whom a notice of violation has been served may request an administrative review of the accuracy of the contents of the notice and/or the propriety of any administrative penalty by filing a written notice of appeal with the director no later than 30 days after the date of service of the notice of violation. The notice of appeal shall include all facts supporting the appeal and any statements and evidence, including copies of all written documentation and a list of any witnesses, that the applicant wishes to be considered in connection with the appeal.

B. Notwithstanding the provisions of Section 20.84.010, the appeal shall be heard by a hearing officer designated by the director. The hearing officer shall conduct a hearing concerning the appeal within 45 days from the date that the notice of appeal is filed, or on a later date if agreed upon by the applicant and the county, and shall give the appellant ten days prior written notice of the date of the hearing. The hearing officer shall sustain, rescind, or modify the notice of violation by written decision. The hearing officer shall have the power to waive any portion of an administrative penalty in a manner consistent with the decision. Service of the hearing officer's decision shall be made on the applicant in the manner provided in subsection B of Section 20.87.090.

The decision of the hearing officer shall be final and effective on the date of service of the written decision, shall not be subject to further administrative review, and shall constitute the final administrative decision. If judicial review of the final administrative decision is not sought in accordance with the provisions of Section 20.87.110, the decision of the hearing officer shall be deemed confirmed and the amount of any unpaid administrative penalty may be declared a lien on any real property on which the project took place, as provided in Section 20.87.120.

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20.87.110 Judicial review.

Within 20 days after service of the written decision of the hearing officer, a person contesting that decision may seek review of the decision by filing an appeal in the superior court pursuant to section 53069.4 of the Government Code. A copy of the notice of appeal shall be served in person or by first-class mail upon the county by the person filing the appeal. If the decision of the court is against the contestant, the amount of any unpaid administrative penalty, plus interest, may be declared a lien on any real property on which the project took place or an any real property owned by the applicant within the county, as provided in Section 20.87.120.

20.87.120 Enforcement and collection of administrative penalties.

A. Prior to recordation of a lien declared under this Chapter in the amount of an unpaid administrative penalty, notice shall be given to the owner of the property to be subject to the lien and shall be served in the same manner as a summons may be served pursuant to section 415.10 *et seq.* of the Code of Civil Procedure.

B. The lien shall attach upon recordation in the office of the county recorder. The lien shall specify the amount of the lien, the date of the violations, the date of the final decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel.

C. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, the county shall record a notice of the discharge containing the information specified in subsection B.

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20.87.130 Standards, guidelines, and criteria.

The director may establish and/or adopt standards, guidelines, and criteria consistent with this chapter which are reasonably necessary to achieve the objectives of this chapter.

20.87.140 Inspections, inquiries, and audits.

The director may make any and all inspections, inquiries, and audits as the director may deem necessary to determine the applicant's compliance with this chapter.

SECTION 2. The operative date of this ordinance shall be the first day of the month commencing after the date on which this ordinance becomes effective. For a period of six months following the operative date of this ordinance, no notices of violation shall be issued and no administrative penalties shall be imposed by the director or shall accrue under Section 20.87.090.

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[2087FPCOC.rtf]

EXHIBIT D

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SPECIFICATIONS FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS PROJECTS

SECTION A--GOAL

Consistent with the County's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the goal of these Specifications is to reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by Los Angeles County Department of Public Works' projects thereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

SECTION B--GENERAL DEBRIS RECYCLING REQUIREMENTS

1. Contractors working on any Los Angeles County Department of Public Works projects that are estimated to generate at least ten tons or ten cubic yards of debris (whichever is less) shall submit an estimate of the total quantity of debris that will be generated by the projects and a Recycling Report to the Director/Designee in accordance with Section C. For projects not requiring a demolition permit, contractor shall use Best Management Practices (BMP) to reduce, reuse, and/or recycle debris generated by the project to the maximum extent feasible. For projects that require a demolition permit, contractor shall ensure that at least 50 percent of the debris generated by the projects are reused and/or recycled.

2. Contractors working on any Los Angeles County Department of Public Works projects that are estimated to generate less than ten tons or ten cubic yards of debris (whichever is less) or projects resulting from imminent emergencies and/or disasters proclaimed by the Los Angeles County Board of Supervisors or from imminent events deemed as emergencies and/or disasters by the Los Angeles County Code are encouraged to use good-faith effort to reduce, reuse, and/or recycle the debris generated by the projects to the maximum extent feasible.

3. In performing the requirements of these Specifications, the contractor and subcontractors shall comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, AB 939.

SECTION C--DEBRIS RECYCLING REQUIREMENTS FOR ANY LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS PROJECTS THAT ARE ESTIMATED TO GENERATE AT LEAST TEN TONS OR TEN CUBIC YARDS OF DEBRIS (WHICH EVER IS LESS)

1. **After contract award and prior to issuance of notice to proceed**, the contractor shall submit to the Director/Designee an estimate of the total quantity of debris the project is expected to generate with the exception of bids on contracts for which the estimated total quantity of debris the project will generate was predetermined by this Department and expressly stated in the Bid Proposal.

   For "as-needed" contracts, the contractor shall submit to the Director/Designee, an estimate of the total quantity of debris a specific project is expected to generate following issuance of a work order by the Director/Designee, and the estimate must be acceptable to the Director/Designee prior to issuance of notice to proceed with the work.

2. **In performing Los Angeles County Department of Public Works contract**, the contractor shall use BMPs to reduce, reuse, and/or recycle the debris generated by the project to the maximum extent feasible and document the reuse, recycling, and disposal activities. Contractors working on any project that requires a demolition permit shall ensure to the Director/Designee's satisfaction that at least 50 percent by weight and/or volume of the debris (but not necessarily 50 percent of each type of debris) generated by the project during the project duration is reused and/or recycled. The contractors are also encouraged to use deconstruction process to maximize the recovery rate.

3. **As part of the contractor's request for final payment**, the contractor shall submit a Recycling Report to the Director/Designee for review and approval.

   The Recycling Report shall include, but not be limited to:

   a. A completed Attachment 1 (Debris Recycling Summary) summarizing (but not necessarily per each type of debris) the project's reuse, recycling, and/or disposal activities during the project duration, **OR**

   b. A comparable report summarizing (but not necessarily per each type of debris) the project's reuse, recycling, and/or disposal activities during the project duration including, but not limited to, quantity of debris reused, recycled and/or disposed, an explanation of how and where the debris was reused, recycled, and/or disposed, and why the disposed debris could not have been reused and/or recycled.

4. **As part of the approval of the final payment**, the Director/Designee will review the Recycling Report to determine if the contractor (a) documented the quantity of debris generated, reused, recycled, and disposed during the project duration, and (b) for those projects requiring a demolition permit, reused and/or recycled at least 50 percent by weight and/or volume of debris generated by project.

5. **As part of the contract enforcement**, the Director/Designee will withhold from the final payment due to the contractor a sum of $10,000 as liquidated and agreed damages if the contractor fails to submit Recycling Report acceptable to the Director/Designee. Subject to Los Angeles County Counsel concurrence, the Department may also prohibit the contractor from bidding on future Department projects for a limited time.

   Execution of the contract shall constitute agreement by the Los Angeles County Department of Public Works and the contractor that the said liquidated damages is the minimum value of the costs and actual damages caused by the failure of the contractor to meet the above-stated requirements and shall not be construed as a penalty. The Director/Designee shall have the option, in his/her sole and absolute discretion, to waive all or a portion of the said liquidated damages, if the Director/Designee determines, in his/her sole and absolute discretion, that the failure was a result of causes entirely outside of the control of the contractor and any responsible subcontractor.

SECTION D--COST

The cost associated with complying with the debris recycling requirements shall be identified separately and be included in the contractor's bid price.

SECTION E--DEFINITIONS

1. **"Construction and Demolition Debris or Debris"** means materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup and are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones, and wood waste.

2. **"Contractor"** means the general or prime contractor.

3. **"Deconstruction"** means the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.

4. **"Delivery Site"** means a recycling facility as defined in Subsection E.14 and recycling or reuse site as defined in Subsection E.15 or any place, including a transfer station as defined in Subsection E.20 where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Director/Designee.

5. **"Demolition Permit"** means the permit issued by the Public Works Department of the County of Los Angeles or any other responsible governmental agency for the demolition work to be performed by the contractor.

6. **"Director/Designee"** means the Director of Public Works for the County of Los Angeles or his/her authorized representative.

7. **"Disposal"** means the process of disposing of debris at a disposal facility as defined in Subsection E.8.

8. **"Disposal Facility"** means a landfill as defined in Subsection E.11 or any location where the debris is taken for transformation as defined in Subsection E.21.

9. **"Generation"** means the quantity of debris produced by the project operation before the debris is reused and/or recycled.

10. **"Green Waste"** means all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.

11. **"Landfill"** means a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.

12. **"Recyclable"** means material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re-manufactured into additional products.

13. **"Recycle or Recycling"** means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and in a manner acceptable to the Director/Designee. "Recycle" or "Recycling" does not include transformation as defined in Subsection E.21.

14. **"Recycling Facility"** means any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing.

15. **"Recycling or Reuse Site"** means any place other than a recycling facility acceptable to the Director/Designee for recycling and/or reuse of debris.

16. **"Reduce"** means any action which causes a net reduction in the generation and/or disposal of solid waste.

17. **"Reuse"** means the use, in the form as it was produced, and in a manner acceptable to the Director/Designee of material which might otherwise be discarded into a disposal facility as defined in Subsection E.8.

18. **"Site Clearance Material"** means materials such as trees, brush, earth, mixed concrete, rubble, sand, steel, extraneous paper, plastics, and other waste materials generated from site clearance.

19. **"Source Separation"** means the segregation, by the generator, of materials designated for separate collection for materials recovery or special handling.

20. **"Transfer Station"** means a facility utilized to receive solid wastes and to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, and/or to transfer the solid wastes directly from smaller to larger vehicles or railroad trains for transport.

21. **"Transformation"** means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

22. **"Wood Waste"** means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction or demolition activities.

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Rev. May 23, 2001

ATTACHMENT 1
CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

(For Los Angeles County Department of Public Works Projects Generating More Than Ten Tons or Ten Cubic Yards of Debris)

Project Information

Check one: ☐ Building Construction ☐ Building Demolition ☐ Building Renovation
☐ Road-Related Construction ☐ Land/Site Clearing ☐ Other _____

Project Name: _____

Cash Contract/Capital Project No.: _____

Project Address/Location: _____

Thomas Guide Page/Grid No(s).: _____

Project Engineer/Inspector: _____

Contractor Information

Company Name: _____

Company Address: _____

Report Prepared by _____ Phone Number: _____

Project Duration: From: _____ **To:** _____

Debris Type	Estimated Quantity (tons or cubic yards)	Reuse/Recycling		Disposal	
		Estimated Quantity (tons or cubic yards)	Name of Reuse/Recycling Facility/Site	Estimated Quantity (tons or cubic yards)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Concrete with Rebar					
Drywall					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Trash					
Wood Waste					
Other:					
Other:					
Total					

Notes:
- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.
- If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

Award information has not been added at this time.

ENCLOSURE B

Bid Information

Bid Number : PW-ASD 215
Bid Title : CONSTRUCTION AND DEMOLITION DEBRIS EDUCATION PROGRAM
Bid Type : Service
Department : Public Works
Commodity : CLASSES, SEMINARS, WORKSHOPS, ETC. NOT-FOR-CREDIT
Open Date : 12/22/2003
Closing Date : 1/7/2004 5:30 PM
Notice of Intent to Award : View Detail
Bid Amount : $ 150,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Wednesday, January 7, 2004, for "Construction and Demolition Debris Education Program." The estimated cost of this service is $150,000.

A Proposer's Conference will be held on Monday, December 22, 2003, at 2:30 p.m., at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA).

Upon request, we can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works' Lobby Cashier at 900 South Fremont Avenue, Alhambra, California 91803, or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Español) to have it mailed.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 12/8/2003 11:41:15 AM

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Back to Award Main

ENCLOSURE C.1

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
☐ I AM NOT ☑ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☑ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 11841901	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☑ Other (Please Specify): LIMITED LIABILITY COMPANY					
Total Number of Employees (including owners): FOUR					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						1
Hispanic/Latino	1					
Asian or Pacific Islander				1		
American Indian						
Filipino						
White						1

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
Randall Stubs	PRINCIPAL	1/19/2004

ENCLOSURE C.2

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: E. TSENG & ASSOCIATES, INC.	
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: — NA —	

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners): 1						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander	1					
American Indian						
Filipino						
White						

III **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
— NA —					

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

ENCLOSURE C.3

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

proposers responding to the Request for Proposals must complete and return this form for proper nsideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: The Peterson Group, Inc.	
☒ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	Owners/Partners Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1			
Asian or Pacific Islander			1			
American Indian						1
Filipino						
White	1			1	4	5

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
	President & CEO	1/12/2004

ENCLOSURE C.4

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Tellem Worldwide	
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: MWD - Exp 2/12/05	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 9					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino					1	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2		3	1

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	%	%	%	%	%	51 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
Woman Owned eligible		X			

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title: President	Date: 1/26/04