

0150-07998-0001

TRANSMITTAL

TO The Council	DATE JUN 29, 2009	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

Amendment 1 to Contract 110742 with USA Waste Management of California DBA Waste Management El Sobrante Landfill (WMI) for Transfer and Disposal of Solid Waste

Transmitted for further processing. See the
City Administrative Officer report attached.



MAYOR

RPC:MBC: 06090179

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06/10/09	C.D. No. All	CAO File No.: 0150-07998-0001
Contracting Department/Bureau: Bureau of Sanitation		Contact: Javier Polanco	
Reference: Report from the Bureau of Sanitation dated October 6, 2008.			
Purpose of Contract: Execute Amendment 1 with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill (WMI) for transfer and disposal of municipal solid waste (Contract 110742).			
Type of Contract: () New contract (x) Amendment		Contract Term Dates: December 30, 2006 to December 31, 2011	
Contract/Amendment Amount: \$1.67 million			
Proposed amount \$ 1.67 million + Prior award(s) \$ 21.924 million = Total \$ 23.594 million			
Source of funds: Central Los Angeles Recycling and Transfer Station Trust Fund			
Name of Contractor: USA Waste of California Inc., dba Waste Management El Sobrante Landfill			
Address: 1001 Fannin, Suite 4000, Houston, TX 77002.			
	Yes	No	N/A*
1. Council has approved the purpose		X	
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 1%			
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employmt. Oppty./Affirm. Action	X		
b. Good Faith Effort Outreach**	X		
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works requests authority to execute Amendment 1 to Contract 110742 with USA Waste of California Inc., dba Waste Management El Sobrante Landfill, to include the disposal of private waste at the Palmdale/Antelope Valley and Lancaster landfills. The contract, approved by the Mayor and Council on September 22, 2006, currently provides for the disposal of City waste to the El Sobrante landfill in Riverside County.

Background

In April 2004, the City acquired the Central Los Angeles Recycling and Transfer Station (CLARTS). CLARTS processes approximately 1,900 tons per day (tpd) of refuse, including 150 tons per day delivered by private entities, referred to herein as private waste. The purchase of CLARTS included assignment of several contracts to the Bureau of Sanitation (BOS) to support the disposal of private waste received at CLARTS. Contract 108271, which provides for the disposal of private waste from CLARTS to landfills operated by WMI, expired in September 2008 and has been extended on a month to month basis pending establishment of a long term contract. To resume services without disruption, the contractor has agreed to fold private waste services from Contract 108270 into Contract 110742.

		
MBC	Analyst	Assistant CAO
06090179		City Administrative Officer

Scope of Work

Amendment 1 to Contract 110742 provides for the disposal of private waste from CLARTS to the Palmdale/Antelope Valley and Lancaster landfills for a maximum capacity of 250 tpd (current private waste stream at CLARTS averages 150 tpd). The El Sobrante landfill will not be accepting private waste.

The contract and amendment only provide for waste disposal services. Waste hauling services to the landfills are addressed in a separate contract.

The existing contract provides for the following operating (tip) fees for the disposal of City waste, with El Sobrante as the primary destination and four other landfills as alternates, as part of the City's diversion of 600 tpd from the Sunshine Canyon Landfill (SCL) per Council direction in August 2005. The alternates apply when El Sobrante is unable to accommodate diversion of City waste from SCL exceeding 600 tpd:

- El Sobrante Landfill: \$23.60 per ton
- Carson Transfer Station: \$16.55 per ton
- Palmdale/Antelope Valley Landfill: \$44.00 per ton
- Lancaster Landfill: \$44.00 per ton
- Bradley Landfill: \$49.00 per ton

Amendment 1 to Contract 110742 provides for the following operating fees for the disposal of private waste:

- Palmdale/Antelope Valley Landfill: \$26.14 per ton
- Lancaster Landfill: \$25.53 per ton

As an added benefit to the City, the amendment also authorizes the lower private waste fee structure for City waste deposited at Palmdale/Antelope Valley and Lancaster landfills only when El Sobrante is not available. All fees will be adjusted annually for cost of living adjustments in accordance with the Consumer Price Index (CPI-U) for the Los Angeles-Anaheim-Riverside Metropolitan Area.

Compensation and Funding

Based on the tonnage collected in previous years, the estimated annual cost of Amendment 1 to Contract 110742 will be \$835,100. The current contract cost is \$21.9 million, which is funded by the Solid Waste Resources Revenue Fund. The amendment will increase the contract cost by \$1.7 million for the remaining two years of the contract term to \$23.6 million. Funding is provided by the Central Los Angeles Recycling and Transfer Station Trust Fund.

Term of Agreement

Amendment 1 to Contract 110742 will not change the five-year term of the agreement, which will expire on December 31, 2011.

Charter Section 1022, Request for Proposals, and other Contracting Provisions

The Personnel Department determined that City forces have the expertise to perform the work proposed in this contract, although the work is exclusive to permitted landfill facilities. Our Office has determined that it is more feasible to contract with a private landfill operator than for the City to purchase, construct or reactivate existing landfills.

Consideration was given relative to issuing a Request for Proposals (RFP) for the inclusion of the disposal of private waste to Contract 110742. The City Attorney advised that issuance of an RFP is not required to include the disposal of private waste to a contract that provides for disposal of City waste.

USA Waste of California Inc., dba Waste Management El Sobrante Landfill, has maintained compliance with all applicable City contracting provisions. The amendment updates the Standard Provision language in the contract to that currently being used in City contracts.

RECOMMENDATION

That the Mayor and Council authorize the Board of Public Works (Board) to execute Amendment 1 with USA Waste of California, Inc., to Contract 110742, included as an attachment to the Board report dated October 6, 2008, to include the disposal of private waste received at the Palmdale/Antelope Valley and Lancaster landfills from CLARTS.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Funding in the amount of \$1.3 million is budgeted in the Central Los Angeles Recycling and Transfer Station Trust Fund (Fund 47R) for Private Landfill Disposal Fees. The recommendations contained in this report are consistent with the City's Financial Policies in that sufficient revenue is available for this purpose. Continuation of this contract beyond the current year will be subject to funding appropriations in each fiscal year.

RPC:MBC:06090179

CITY OF LOS ANGELES

CALIFORNIA

BOARD OF PUBLIC WORKS MEMBERS

CYNTHIA M. RUIZ
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JULIE B. GUTMAN
VICE-PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

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2008 OCT 22 PM 1:06

CITY ADMINISTRATIVE OFFICER

ANTONIO R. VILLARAIGOSA
MAYOR

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012
(213) 978-0261
(213) 978-0278 Fax

JAMES A. GIBSON
EXECUTIVE OFFICER

<http://www.lacity.org/BPW>

October 6, 2008

#1 SAN/CON AD

Mayor Antonio R. Villaraigosa
Room No. 305
City Hall
Attn: June Lagmay

Subject: AUTHORITY TO EXECUTE AMENDMENT NO. 1 WITH USA WASTE OF CALIFORNIA, INC., DBA WASTE MANAGEMENT EL SOBRANTE LANDFILL (WMI) FOR TRANSFER AND DISPOSAL OF MUNICIPAL SOLID WASTE (C-110742)

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval authorization to execute Amendment No. 1 to the contract with USA Waste of California, Inc., DBA Waste Management El Sobrante Landfill (WMI) for transfer and disposal of Municipal Solid Waste to include the disposal of private waste received at the Central Los Angeles Recycling and Transfer Station.

The private waste disposal agreement C-108270 has expired, however, the contractor has agreed to continue to provide the same disposal service according to the same rate schedule through an amendment to a current agreement (C-110742) for disposal services for City Waste. This amendment would allow for a rate structure to be established for private waste received at CLARTS at a very favorable fee structure.

FISCAL IMPACT

Revenues and expenses related to the processing of commercial and private waste will be deposited in and expended from the Central Los Angeles Recycling and Transfer Station Trust Fund. This contract has no impact on the General Fund.

Respectfully submitted,

James A. Gibson, Executive Officer
Board of Public Works

JAG:mp

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste



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MEMBERS

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PRESIDENT

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COMMISSIONER

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CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

2008 OCT 22 PM 1:06

CITY ADMINISTRATIVE OFFICER

OFFICE OF THE
BOARD OF PUBLIC WORKS

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Respectfully submitted,

James A. Gibson, Executive Officer
Board of Public Works

JAG:mp

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

Recyclable and made from recycled waste



0128-07498-0001

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
October 6, 2008

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
OCT - 6 2008


Secretary

CD: ALL

AUTHORITY TO EXECUTE AMENDMENT NO. 1 WITH USA WASTE OF CALIFORNIA INC.,
dba WASTE MANAGEMENT EL SOBRANTE LANDFILL (WMI) FOR TRANSFER AND
DISPOSAL OF MUNICIPAL SOLID WASTE (C-110742)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board of Public Works be authorized to execute Amendment No. 1 to personal services contract with USA Waste of California, Inc., dba Waste Management El Sobrante Landfill (WMI) (C-110742) for transfer and disposal of Municipal Solid Waste to include the disposal of private waste received at the Central Los Angeles Recycling and Transfer Station.
2. Authorize the Director of the Bureau of Sanitation to extend personal service agreement C- 108720 for private waste disposal with Waste Management on a month to month basis until Amendment No.1 to personal services contract with USA Waste of California, Inc., dba Waste Management El Sobrante Landfill (WMI) (C-110742) is fully executed.
3. Upon Mayor approval, the President or two members of the Board of Public Works will execute the contract amendment, and;
4. Return the executed amendment to the Bureau of Sanitation (BOS) for further processing (contact Board Report Section at (213) 485-4246.)

TRANSMITTALS

1. Copy of Board Report No. 1, adopted by the Board of Public Works on April 13, 2005, authorizing Board to execute disposal and transloading contracts assumed by the City of Los Angeles with the purchase of Central Los Angeles Recycling and Transfer Station (CLARTS).
2. Copy of Board Report No. 1, adopted by the Board of Public Works on August 4, 2006 authorizing the Board to execute a personal services agreement with USA Waste of California, Inc., dba Waste Management El Sobrante Landfill (WMI) for transfer and disposal of municipal solid waste outside the City limits.
3. Copy of Board Report No. 1, adopted by the Board of Public Works on August 18, 2006 authorizing the Board to execute a personal services agreement with USA Waste of California, Inc., dba Waste Management El Sobrante Landfill (WMI) for transfer and disposal of municipal solid waste outside the City limits – (Part II).

4. Copy of proposed Amendment No. 1 to the personal service contract (C-110742) between the City of Los Angeles and dba Waste Management El Sobrante Landfill. Originals will be delivered to the Board Office when the Board Report Section (extension 5-4246) is notified that the contract is ready for execution.

FISCAL IMPACT STATEMENT

Revenues and expenses related to the processing of commercial and private waste will be deposited in and expended from the Central Los Angeles Recycling and Transfer Station Trust Fund. This contract has no impact on the General Fund.

DISCUSSION

Background

On April 5, 2004, the City completed the purchase and became the new owner of CLARTS. The purchase of the facility included assignment of several contracts to BOS. On June 1, 2005, the Council and the Mayor authorized the Board (refer to Table A) to execute the assumption of two (2) contracts to support the transfer disposal of private waste received at CLARTS. The Board executed the assumption agreement on June 17, 2005. These contracts are both agreements with Waste Management Inc. (WMI). One contract is for the disposal of commercial private waste from CLARTS at landfills provided by WMI. The other contract requires the City to provide transloading services to WMI from the CLARTS facility.

The private waste disposal agreement C-108270 is due to expire on September 4, 2008, however, WMI has agreed to continue to provide the same disposal service according to the rate schedule stipulated in the contract (C-108270) through an amendment to a current agreement (C-110742) with WMI for disposal services for City Waste (Transmittal No. 2). The disposal agreement with WMI for disposal services for City Waste has provisions for disposal at Lancaster and Antelope Valley Landfill. The amendment will allow for a rate structure to be established for private waste received at CLARTS at a very favorable fee structure. The tonnage flow for private gate customers at CLARTS is inconsistent, subject to market conditions, and currently amounts to only 100-150 tons per day of the total 2200 tons of refuse per day received at CLARTS. Given the limited amount of private tonnage in flow to CLARTS and a short timeframe for obtaining a new agreement, the Bureau recommends extending the current Contract with an amendment to secure the lower tip fee rates.

Table A: WMI AGREEMENTS SERVING CLARTS

Contractor	Type of Service	Contract No.	Duration
Waste Management Inc.	Disposal	C-108270	Sept. 04, 2008
Waste Management Inc.	Transloading	C-108271	Sept. 04, 2008 (WMI has the sole option to extend 5 yrs.)

Contract Administration

Responsibility for administration of these agreements will be with the Solid Resources Processing and Construction Division, Bureau of Sanitation.

Proposed Term of Contract

The proposed first amendment will not change the term of the agreement. The proposed term of the contract amendment will be five (5) years from December 30, 2006 to December 31, 2011.

City Requirements

The contractor submitted the required documentation to comply with all City of Los Angeles requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Insurance/Bonding Requirements
- Business Tax Registration Certificate
- Child Support Policy
- Equal Benefits Ordinance
- Living Wage and Service Contractor Worker Retention Ordinance
- Municipal Lobbying Ordinance
- City of Los Angeles Contract History
- Slavery Disclosure Ordinance
- American With Disabilities Ordinance
- Non-collusion Affidavit

Contractor Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the project manager and the City inspector for this contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contractor Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the

Ordinance will render the contractor's contract subject to termination pursuant to the conditions expressed therein.

Notification of Intent to Contract and Charter Section 1022

The required Notification of Intent to Contract has been filed with the CAO Clearinghouse on June 12, 2008.

A charter Section 1022 determination was requested for this agreement on July 2, 2008.

Contract Administration

Responsibility for administration of these agreements will be with the Solid Resources Processing and Construction Division, Bureau of Sanitation.

Proposed Term of Contract

The proposed first amendment will not change the term of the agreement. The proposed term of the contract amendment will be five (5) years from December 30, 2006 to December 31, 2011.

City Requirements

The contractor submitted the required documentation to comply with all City of Los Angeles requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Insurance/Bonding Requirements
- Business Tax Registration Certificate
- Child Support Policy
- Equal Benefits Ordinance
- Living Wage and Service Contractor Worker Retention Ordinance
- Municipal Lobbying Ordinance
- City of Los Angeles Contract History
- Slavery Disclosure Ordinance
- American With Disabilities Ordinance
- Non-collusion Affidavit

Contractor Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the project manager and the City inspector for this contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

Contractor Responsibility Ordinance

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the

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BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.1
October 6, 2008
Page 5

SUBCONTRACTORS	MBE/ WBE/ OBE	Gender/ Ethnicity	% of Contract	Value
Environmental Compliance Solutions	WBE	F/C	0.28%	\$61,300.00
Mail and More on Hollywood	OBE		0.04%	\$9,800.00
PIP Printing of Sun Valley	OBE		0.07%	\$16,200.00
Total MBE Pledged Participation			0.00%	\$0.00
Total WBE Pledged Participation			0.28%	\$61,300.00
Total OBE Pledged Participation			0.11%	\$26,000.00
Total Contract				\$21,924,000.00

The office of Contract Compliance has verified the subcontractors' certification statuses.

Headquarters and Work Force Information

Waste Management Headquarters Address: 1001 Fannin, Suite 4000, Houston, TX 77002.
Approximately 0.082% of Waste Management southern California workforce, 41 employees, resides in the City of Los Angeles.

STATEMENT AS TO FUNDS

Revenues and expenses related to the processing of commercial and private waste, which these contracts provide, will be deposited in and expended from the Central Los Angeles Recycling and Transfer Station Trust Fund (47R) as follows:

Revenues – Deposited to:

Revenue source #4084 (Private Transfer Station Fee)

Expenses – Expended* from:

Account # W310 (Landfill Disposal Fees, Non-City Refuse)

Account # W320 (Private Hauling Expenses, Non-City Refuse)

Account # W330 (Community Amenities Fee, CLARTS)

*Expenses are limited to the funding availability of cash receipts.

MBE/WBE/OBE Subcontractor Outreach Program

The anticipated participation levels for this contract were 15.0 percent MBE and 5.0 percent WBE. Waste Management Inc. (WMI) originally pledged 0.00 percent MBE, 0.09 percent WBE, and 0.86 percent OBE participation. After Council Action dramatically decreased the scope of work for this contract, WMI pledged 0.00 percent MBE, 0.27 percent WBE, and 0.12 percent OBE. As of August 15, 2008, WMI has achieved 0.00 percent MBE, 0.00 percent WBE, and 0.00 percent OBE. Upon approval of this amendment, WMI's pledged participation levels will be 0.00 percent MBE, 0.28 percent WBE, and 0.11 percent OBE.

Per WMI, subcontractor Environmental Compliance Solutions was recently commissioned to complete air quality permit update work, and subcontractors Mail and More on Hollywood and PIP Printing of Sun Valley will be used within the next 6-9 months to implement WMI's public outreach plan.

Gender/Ethnicity Codes:

AA = African American
 SAA = Subcontinent Asian American
 C = Caucasian
 M = Male

HA = Hispanic
 APA = Asian Pacific American
 NA = Native American
 F = Female

The MBE/WBE/OBE subconsultant achieved participation levels for WMI as of August 15, 2008 are:

SUBCONTRACTORS	MBE/ WBE/ OBE	Gender/ Ethnicity	% of Contract	Value
Environmental Compliance Solutions	WBE	F/C	0.00%	\$0.00
Mail and More on Hollywood	OBE		0/00%	\$0.00
PIP Printing of Sun Valley	OBE		0.00%	\$0.00
Total MBE Pledged Participation			0.00%	\$0.00
Total WBE Pledged Participation			0.00%	\$0.00%
Total OBE Pledged Participation			0.00%	\$0.00%
Total Contract				\$752,611.56

Upon approval of amendment No.1 to Contract No. C-110742, the MBE/WBE/OBE subconsultant pledged participation levels for WMI will be:

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO.1
October 6, 2008
Page 6

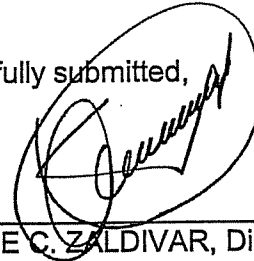
COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



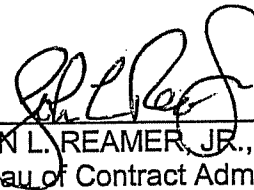
HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Prepared by:
Javier Polanco, SRPCD
(213) 485-3062

Respectfully submitted,



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



JOHN L. REAMER JR., Director
Bureau of Contract Administration

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

BOARD REPORT NO. 1

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
APR 13 2005
SecretaryApril 13, 2005
CD: 14

AUTHORITY TO EXECUTE DISPOSAL AND TRANSLOADING CONTRACTS
ASSUMED BY THE CITY OF LOS ANGELES WITH THE PURCHASE OF CENTRAL
LOS ANGELES RECYCLING AND TRANSFER STATION (CLARTS)

RECOMMENDATION

Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board be authorized to execute the Agreements of Transfer and Assumption of Contracts assumed by the city with the purchase of CLARTS.

FISCAL IMPACT STATEMENT

Assumption of these contracts will have no impact on the General Fund. Revenues and expenses related to the processing of commercial and private waste will be deposited in and expended from the Central Los Angeles Recycling and Transfer Station Trust Fund.

TRANSMITTALS

1. Copies of proposed Agreements of Transfer and Assumption of contracts assumed by the City of Los Angeles.
2. Waiver of MBE/WBE/OBE Subcontractor Outreach Program approved by the Mayor's Office of Economic Development.

DISCUSSION**Background**

Since January 1994, the City of Los Angeles has relied upon a contract with Browning-Ferris Industries (BFI) to facilitate the efficient transfer and transport disposal of residential refuse collected by the Bureau of Sanitation (Bureau) in its North and South Los Angeles Refuse Collection Districts. The City entered into an agreement for guaranteed transfer and hauling services from CLARTS for a ten (10) year period with the option to purchase CLARTS in the fifth (5th) and tenth (10th) years of the contract, and another option to extend the initial contract term for an additional five (5) year period if the City decide not to exercise its purchase option.

On December 19, 2003, the City Council approved the purchase of CLARTS by the City of Los Angeles, and authorized the Board of Public

**BUREAU OF SANITATION
BOARD REPORT NO. 1**

April 13, 2005

PAGE 2

Works to issue a Letter of Intent to purchase the facility to BLT Enterprises, Inc., the facility owner and operator (BFI operated the facility until 2002). The Mayor concurred with this action on December 24, 2003, and said Letter of Intent was issued on December 31, 2003.

On April 5, 2004, the City completed the purchase and became the new owner of CLARTS. The purchase of the facility included assignment of several contracts to BOS. On December 12, 2004, the Council and the Mayor authorized your Board to execute the assumption of nine (9) of these contracts. Your Board executed the assumption agreements on January 14, 2005. There are two (2) remaining contracts listed below that the City needs for continuing the normal operation of CLARTS. These contracts are agreements with Waste Management Inc. (WMI). One contract is for the disposal of commercial private waste from CLARTS at landfills provided by WMI. The other contract requires the City to provide transloading service to WMI from the CLARTS facility.

Contractor	Type of Service	Duration
Waste Management Inc.	Disposal	Sept. 04, 2008
Waste Management Inc.	Transloading	Sept. 04, 2008

BLT Enterprises was operating CLARTS for the City under a separate operating agreement approved by your Board on March 31, 2004. Under the agreement, BLT Enterprises managed these contracts on behalf of the City. The Bureau took over the full management and operation of CLARTS on January 6, 2005.

In order for these contracts to be valid, they need to be approved by the Mayor and Council and fully executed by your Board. Further, in order for the City Controller to deposit revenues and pay invoices related to these contracts, the staff of the City Controller advised the Bureau that these contracts must be fully executed and incorporated in the City contracts database.

MBE/WBE/OBE Subcontractor Outreach Program

The City is to assume these contracts according to the current terms and conditions. As a result, the MBE/WBE/OBE Subcontractor Outreach Program is not applicable (Transmittal No. 2).

Contract Administration

Responsibility for administration of these agreements will be with the Solid Resources Processing and Construction Division, Bureau of Sanitation.

BUREAU OF SANITATION
BOARD REPORT NO. 1

April 13, 2005
PAGE 3

STATEMENT AS TO FUNDS

Revenues and expenses related to the processing of commercial and private waste, which these contracts provide, will be deposited in and expended from the Central Los Angeles Recycling and Transfer Station Trust Fund (47R) as follows:

Revenues - Deposit to:

Revenue Source #4084 (Private Transfer Station Fee)

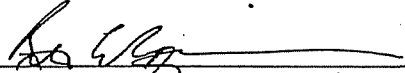
Expenses - Expend* from:

Account # W310 (Landfill Disposal Fees, Non-City Refuse)
Account # W320 (Private Hauling Expenses, Non-City Refuse)
Account # W330 (Community Amenities Fee, CLARTS)

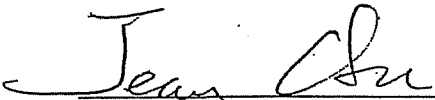
*Expenses are limited to the funding availability of cash receipts.

(JLP KMG SAF ECZ)

Respectfully submitted,


RITA L. ROBINSON, Director
Bureau of Sanitation

APPROVED AS TO STATEMENT OF FUNDS:

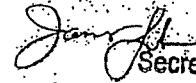

CRAIG V. BLOOMQUIST, Director
Office of Accounting

Date: 4-6-05

Prepared by:
Javier Polanco, SRPCD
(213) 473-7921

TRANSMITTAL 2

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
AUG 4 - 2006


Secretary

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

BOARD REPORT NO. 1

AUGUST 4, 2006

CD: ALL

AUTHORITY TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH USA
WASTE OF CALIFORNIA, INC., dba WASTE MANAGEMENT EL SOBRANTE
LANDFILL (WM) FOR TRANSFER AND DISPOSAL OF MUNICIPAL SOLID WASTE
OUTSIDE THE CITY LIMITS

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and the City Council, with the request that the Board of Public Works be authorized to execute New personal services agreement with USA Waste of California, Inc., dba Waste Management (WM) for municipal waste disposal services outside the City limits. Approval of this recommendation is preliminary and subject to verification of MBE/WBE/OBE Subcontract Outreach participation by the Office of Contract Compliance, upon which the Bureau of Sanitation will return for the authorization of final joint board report with the Bureau of Contract Administration within two weeks.
2. Upon approval of the Mayor and the City Council, the President or two members of the Board of Public Works will execute the contracts, and;
3. Return executed contracts to the Bureau of Sanitation for further processing (contact Board Report Section at (213)485-3242.

FISCAL IMPACT STATEMENT

The General Fund will be reimbursed approximately \$27.4M of the total \$47M for tip fees, from revenue collected through the Solid Resources Fee during FY 2006-07.

TRANSMITTALS

1. Copy of Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted by the Board of Public Works on October 14, 2005, authorizing the Bureau Director to release RFPIII for the disposal and/or transfer services for municipal solid waste outside the city's limits.
2. Copy of Board Report No. 1, adopted by the Board of Public Works on January 30, 2006 and referred to the City Council for a final policy decision on disposal of City-collected waste.

BUREAU OF SANITATION
BOARD REPORT NO. 1
AUGUST 4, 2006

PAGE 2

3. Copy of City Council Action relative to policy on disposal at Sunshine Canyon Landfill.
4. Copy of the proposed contract between the City of Los Angeles and USA Waste of California, Inc., dba Waste Management El Sobrante Landfill (WM). Originals will be delivered to the Board Office when the Board Report Section (extension 5-3242) is notified that the contract is ready for execution.

DISCUSSION

Background

The RFPIII solicitation was authorized by the Board for release on October 14, 2005 (Transmittal No. 1).

The City solicited proposals in RFPIII to provide for:

1. The pursuit of disposal options located outside the limits of the City of Los Angeles by June 30, 2006.
2. The attainment of transfer service agreements for the Western, East Valley, and West Valley Wastesheds for the transport of waste to solid waste facilities identified through this RFP process.
3. The replacement of a transfer agreement for transfer of City refuse from the Harbor Wasteshed should the City elect not to extend the term of the Harbor transfer contract, by not exercising the forty month renewal option remaining in the agreement.
4. A five-year service period extending from July 1, 2006 to June 30, 2011 to normalize the comparison among options.

A total of three (3) responsive proposals were submitted from the following companies: Waste Management (WM), MDSI of LA, and Southern California Disposal (authorized for execution under a prior adopted board report dated June 16, 2006).

The WM, and MDSI of LA proposals offered disposal outside the City limits as intended from the solicitation of RFPIII; one proposal by WM offering disposal at El Sobrante Landfill (Corona, CA, 60 miles east of Los Angeles) and the other proposal by MDSI of LA offering transfer service from CLARTS with disposal at Avenal Landfill (Avenal, CA, 200 miles north of CLARTS).

For the purpose of considering complete total disposal system options for the City's entire curbside collected wastestream, proposals from

BUREAU OF SANITATION
BOARD REPORT NO. 1
AUGUST 4, 2006

PAGE 3.

Waste Management, and MDSI of LA were combined with current disposal service at BFI SCL to arrive at a series of scenarios for the City Council to consider.

On January 30, 2006 Board Report No. 1 (Transmittal No. 2) was adopted by the Board and referred to the City Council for a final policy decision on disposal of city-collected waste. At the February 17, 2006 meeting of the City Council, a report prepared by the Chief Legislative Analyst in conjunction with the Bureau of Sanitation was presented detailing ten (10) individual waste disposal options available to the City with the corresponding cost impact.

On February 28, 2006, the City Council authorized the Bureau of Sanitation to exercise a five-year renewal option to contract agreement No. C-93688 between the City and BFI for disposal services for an additional five-year term starting July 1, 2006 and ending June 30, 2011 provided that the extension be allowed to be rescinded if certain conditions suitable to both parties were not agreed upon.

Upon further negotiations with BFI and subsequent City Council and Renew LA Ad Hoc Committee hearings, the original field of ten (10) disposal options were reduced to two (2) options; Option A would divert 600 tons of refuse per day from CLARTS to El Sobrante Landfill in Corona; and Option B would divert 300 tons per day from CLARTS to El Sobrante Landfill plus 300 tons per day from CLARTS to the MDSI Landfill in Avenal. In both options, the estimated remaining 3,100 tons of refuse collected per day would be delivered to BFI Sunshine Canyon Landfill.

On March 7, 2006, the Renew LA Ad Hoc, Energy and the Environment, and Budget and Finance Committees met in a joint special meeting to consider the options for the diversion of 600 tons per day of refuse from Sunshine Canyon Landfill. The joint Committees voted to send forth a motion to City Council recommending Option B as the chosen disposal option. The motion also recommended the Board of Public Works be authorized to negotiate and execute contract(s) for a term of 5 years, beginning no sooner than July 1, 2006, subject to the approval of the City Attorney as to form and legality. On March 10, 2006, the City Council approved the joint Committees' motion.

On March 17, 2006, the City Council approved Amendment No. 2 to the agreement (C-93688) between the City of Los Angeles and Browning Ferris Industries of California, Inc. (BFI) for disposal services for City-collected waste including provisions to give the City the right to reduce its capacity at Sunshine Canyon Landfill by 600 tons per day with appropriate adjustments to resolve a CHANGE IN LAW claim and operating fee increases (Transmittal No 3).

BUREAU OF SANITATION
BOARD REPORT NO. 1
AUGUST 4, 2006

PAGE 4

City staff began contract negotiations with MDSI of LA and WM right after the Council decision on March 17, 2006. Several negotiation meetings were held with both companies. Negotiations with WM were successful. However, the negotiations with MDSI of LA reached an impasse when disagreements concerning the performance penalties and guarantees, preferential access at CLARTS, and transportation load weight measurements could not be resolved. On June 23, 2006, a final negotiation meeting was held to discuss and attempt to resolve the outstanding issues. At that meeting, City staff and MDSI of LA mutually agreed to final terms that covered the interest of both parties. Subsequent to the meeting, MDSI of LA unilaterally included additional provisions in the contract that reflect the aforementioned issues and were not in the best interest of the City. The City rejected these provisions. On July 17, 2006, in a final attempt to reach an agreement, the President of the Board of Public Works asked MDSI of LA if they were willing to accept the contract terms agreed upon at the last negotiation meeting without the added provisions. On July 19, 2006, MDSI declined the offer to accept the contract without their added provisions. As a result, in order to carry out the City Council's policy decision to divert 600 tons per day from BFI Sunshine Canyon Landfill (SCL), BOS is recommending that the City enter into an agreement with WM for the diversion of 600 tons of refuse per day from BFI SCL. Since this recommendation differs from the option presented in Option B as approved by City Council, BOS recommends that the Board forward this item to City Council for their approval. The proposed agreement with WM (Transmittal No. 4) provides for an average of 600 tpd municipal waste to be taken from CLARTS to El Sobrante Landfill using City contracts for transportation of municipal refuse.

Proposed Term of Contracts

In accordance with Council action, the Bureau has given BFI SCL official notice that the City will exercise its right to divert 600 tons per day on December 30, 2006. It is in the urgent context of this recent action that the Bureau strongly recommends awarding a contract WM alone, and not give any more consideration to additional negotiation discussions with MDSI of LA, nor entertain the notion a whole new solicitation (RFP). The proposed effective term of the WM agreement will be for five (5) years starting December 30, 2006 and ending December 31, 2011.

City Requirements

The contractor submitted the required documentation to comply with all City of Los Angeles requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action

BUREAU OF SANITATION
BOARD REPORT NO. 1
AUGUST 4, 2006

PAGE 5

- Insurance/Bonding Requirements
- Business Tax Registration Certificate
- Child Support Policy
- Equal Benefits Ordinance
- Contractor Responsibility Ordinance
- Living Wage and Service Contractor Worker Retention Ordinance
- Contractor Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the project manager and the City inspector for this contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

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

Notification of Intent to Contract and Charter Section 1022

The required Notification of Intent to Contract has been filed with the CAO Clearinghouse for before the request for proposals was released.

MBE/WBE/OBE Subcontractor Outreach Program

The analysis of the WM's MBE/WBE/OBE Subcontractor Outreach Program participation levels is pending review by the Office of Contract Compliance and will be included in the forthcoming final joint board report within two weeks. Anticipated levels of participation have been established at 15% MBE and 5% WBE for the RFP.

STATUS OF FINANCING

Funds in the amount of \$2,190,000 are available in Fund 100, Dept 82-Sanitation, Account 6020-Operating Supplies and Expenses to pay WM for the continuation of disposal services beginning December 30, 2006 and through the end of Fiscal Year 2006-2007.

The estimated annual amount for this contract, in 2006 costs, is included in the table below.

BUREAU OF SANITATION
BOARD REPORT NO. 1
AUGUST 4, 2006

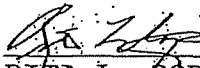
PAGE 6

TABLE 1.0: ESTIMATED ANNUAL COSTS FOR CONTRACT


Contractor	Service Type	Waste-sheds	Unit Price (\$/ton)	Tons Per Day	Estimated Annual Amount
Waste Management	Disposal	N. Central/ South L.A.	\$28.00	600	\$4.38M
Total					\$4.38M

(JP KMG AH RPT EZ)

Respectfully submitted,


RITA L. ROBINSON, Director
Bureau of Sanitation

APPROVED AS TO FUNDS:


CRAIG V. BLOOMQUIST, Director
Office of Accounting

Date 8/2/06

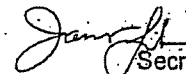
Prepared by:
Javier Polanco, SRSSD
(213) 485-3062

TRANSMITTAL 3

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
AUG 18 2006

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 18, 2006


Secretary

CD: ALL

AUTHORITY TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH USA
WASTE OF CALIFORNIA, INC., dba WASTE MANAGEMENT EL SOBRANTE
LANDFILL (WM) FOR TRANSFER AND DISPOSAL OF MUNICIPAL SOLID
WASTE OUTSIDE THE CITY LIMITS - (PART II)

RECOMMENDATION

Reaffirm the decision made by the Board of Public Works on August 4, 2006 to award a contract to USA Waste of California dba Waste Management in as much as the MBE/WBE/OBE Subcontractor Outreach Program analysis has now been completed.

TRANSMITTALS

1. Copy of Bureau of Sanitation Board Report No. 1, adopted by the Board of Public Works on August 4, 2006, to approve and forward the report with transmittals to the City Council, with the request that the Board of Public Works be authorized to execute New personal services agreement with USA Waste of California, Inc., dba Waste Management (WM) for municipal waste disposal services outside the City limits. Approval of the recommendation was preliminary and subject to verification of MBE/WBE/OBE Subcontract Outreach participation by the Office of Contract Compliance, upon which the Bureau of Sanitation would return for the authorization of final joint board report with the Bureau of Contract Administration within two weeks.
2. Copy of Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted by the Board of Public Works on October 14, 2005, authorizing the Bureau Director to release RFPIII for the disposal and/or transfer services for municipal solid waste outside the city's limits.
3. Copy of Board Report No. 1, adopted by the Board of Public Works on January 30, 2006 and referred to the City Council for a final policy decision on disposal of City-collected waste.
4. Copy of City Council Action relative to policy on disposal at Sunshine Canyon Landfill.
5. Copy of the proposed contract between the City of Los Angeles and USA Waste of California, Inc., dba Waste Management El Sobrante Landfill (WM). Originals will be delivered to the Board Office

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 18, 2006

PAGE 2

when the Board Report Section (extension 5-3242) is notified that the contract is ready for execution.

DISCUSSION

Background

On August 4, 2006, the Board of Public Works approved a preliminary recommendation (Transmittal No. 1) to request that the Mayor and City Council authorize the Board of Public Works to execute a new personal services agreement with USA Waste of California, Inc., dba Waste Management (WM) for municipal waste disposal services outside the City limits subject to verification of MBE/WBE/OBE Subcontractor Outreach participation by the Office of Contract Compliance.

This final joint board report prepared by the Bureaus of Sanitation and Contract Administration includes a statement provided by the Office of Contract Compliance verifying MBE/WBE/OBE Subcontractor Outreach participation in regard to the proposed agreement with Waste Management.

City Requirements

The contractor submitted the required documentation to comply with all City of Los Angeles requirements including:

- Nondiscrimination/Equal Employment Practices/Affirmative Action
- Insurance/Bonding Requirements
- Business Tax Registration Certificate
- Child Support Policy
- Equal Benefits Ordinance
- Contractor Responsibility Ordinance
- Living Wage and Service Contractor Worker Retention Ordinance
- Contractor Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the project manager and the City inspector for this contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

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

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 18, 2006

PAGE 3

contract subject to termination pursuant to the conditions expressed therein.

Notification of Intent to Contract and Charter Section 1022

The required Notification of Intent to Contract has been filed with the CAO Clearinghouse for before the request for proposals was released.

MBE/WBE/OBE Subcontractor Outreach Program

The anticipated participation levels for this contract were 15.0 percent MBE and 5.0 percent WBE. WM originally pledged 0 percent MBE, 0.09 percent WBE, and 0.86 percent OBE participation. After Council Action dramatically decreased the scope of work for this contract, WM has pledged 0.00 percent MBE percent, 0.27 percent WBE and 0.12 percent OBE.

Gender/Ethnicity Codes:

AA = African American HA = Hispanic American
SAA = Subcontinent Asian American APA = Asian Pacific American
C = Caucasian NA = Native American
M = Male F = Female

SUBCONTRACTORS	GENDER ETHNIC	MBE/ WBE/ OBE	% OF CONTRACT AMOUNT PLEDGED	SUBCONTRACT AMOUNT PLEDGED
Environmental Compliance Solutions	F/C	WBE	0.27%	\$58,500.00
Mail and More on Hollywood		OBE	0.04%	\$9,800.00
PIP Printing of Sun Valley		OBE	0.07%	\$16,200.00
Total MBE Pledged Participation			0.00%	\$0.00
Total WBE Pledged Participation			0.27%	\$58,500.00
Total OBE Pledged Participation			0.12%	\$26,000.00
Total Contract				\$21,924,000.00

The Office of Contract Compliance, Bureau of Contract Administration, verified the subcontractors certification at the time of the RFP submission.

Headquarters and Work Force Information

Waste Management Headquarters Address: 1001 Fannin, Suite 4000, Houston, TX 77002. Approximately 0.082% of Waste Management southern California workforce, 41 employees, resides in the City of Los Angeles.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 18, 2006

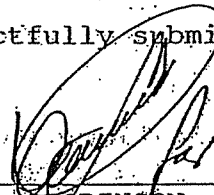
PAGE 4

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

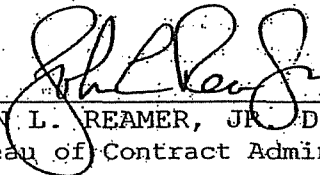


HANNAH CHOI, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully submitted,



RITA L. ROBINSON, Director
Bureau of Sanitation



JOHN L. REAMER, JR. Director
Bureau of Contract Administration

Prepared by:
Javier Polanco, SRSSD
213-485-3062

CONTRACT NO. C-110742-1

AMENDMENT NO. 1

TO THE

AGREEMENT BETWEEN THE CITY OF LOS ANGELES

AND

USA WASTE OF CALIFORNIA INC.

dba WASTE MANAGEMENT

EL SOBRANTE LANDFILL (WM)

FOR DISPOSAL SERVICES FOR CITY WASTE

ARTICLE 1 – SECTION HEADINGS	4
ARTICLE 2 - DEFINITIONS	4
ARTICLE 3 - LANDFILL	4
ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CONTRACTORS	5
ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CITY	5
ARTICLE 6 – TERMINATION	5
ARTICLE 7 - DELIVERY OF CITY WASTE TO OTHER CONTRACTOR’S OWNED FACILITIES	5
ARTICLE 8 - COMPENSATION, INVOICING AND PAYMENT	6
ARTICLE 9 - CHANGES OR MODIFICATION	7
ARTICLE 10 – INSURANCE AND BONDS	7
ARTICLE 11 – INDEMNIFICATION	7
ARTICLE 12 – INDEPENDENT CONTRACTORS	7
ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR	8
ARTICLE 14 – NON-DISCRIMINATION AND AFFIRMATIVE ACTION	7
ARTICLE 15 – MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISES OUTREACH PROGRAM	8
ARTICLE 16 – SUCCESSORS AND ASSIGNS	8
ARTICLE 17 – CONTACT PERSON	8
ARTICLE 18 – TERM OF AGREEMENT	8
ARTICLE 19 - FORCE MAJEURE	9
ARTICLE 20 - SEVERABILITY	9
ARTICLE 21 - DISPUTES	9
ARTICLE 22 – ENTIRE AGREEMENT	9
ARTICLE 23 – GOVERNING LAW	9
ARTICLE 24 – LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE	9
ARTICLE 25 – PARENT COMPANY GUARANTEE	9
ARTICLE 26 – CONDITIONS PRECEDENT	9
ARTICLE 27 – NOT USED	9
ARTICLE 28 – CHILD SUPPORT ASSIGNMENT ORDERS	9
ARTICLE 29 - LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER... RETENTION ORDINANCE	9
ARTICLE 30 – EQUAL BENEFITS ORDINANCE	9

ARTICLE 32 – SLAVERY DISCLOSURE ORDINANCE	10
ARTICLE 33 – OWNERSHIP OF DATA	10
ARTICLE 34 – AMERICANS WITH DISABILITIES ACT	10
ARTICLE 35 – PROHIBITIONS AGAINST ASSIGNMENT OR DELEGATION.....	10
ARTICLE 36 – DISCOUNTS	10
ARTICLE 37 – BREACH	10
ARTICLE 38 – WAIVER.....	11
ADD ARTICLE 39 – CLAIMS FOR LABOR AND MATERIALS	11
ADD ARTICLE 40 – PERMITS.....	10
ADD ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE.....	10
ADD ARTICLE 43 – STANDARD PROVISIONS FOR CITY CONTRACTS.....	11
ATTACHMENT A – AFFIRMATIVE ACTION COMPLIANCE DOCUMENTS.....	13
ATTACHMENT B – BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)	13
ATTACHMENT C – DETERMINATION OF CONTRACTOR PROPOSER.....	13
RESPONSIBILITY.....	13
ATTACHMENT D –CERTIFICATION REGARDING COMPLIANCE WITH EQUAL	13
BENEFITS ORDINANCE	13
ATTACHMENT E – INSURANCE REQUIREMENTS.....	13
ATTACHMENT F – COMPLIANCE WITH LIVING WAGE ORDINANCE.....	13
ATTACHMENT G – SCHEDULE A, LIST OF POTENTIAL MBE/WBE/OBE	13
SUBCONTRACTORS	13
ATTACHMENT H – SERVICE CONTRACT WORKER RETENTION ORDINANCE.....	13
ATTACHMENT I – SLAVERY DISCLOSURE ORDINANCE.....	13
ATTACHMENT J – SAMPLE INVOICE/ PAYMENT TRACKING SYSTEMS.....	13
ATTACHMENT K – LANDFILL OPERATING AGREEMENT BETWEEN USA WASTE OF CALIFORNIA INC. AND RIVERSIDE COUNTY AS A PUBLIC-PRIVATE PARTNERSHIP.....	13
ATTACHMENT L– LANDFILL PERMITS.....	13
ATTACHMENT M – PARENT COMPANY GUARANTEE.....	13
ATTACHMENT N – STANDARD PROVISIONS FOR CITY CONTRACTS	13
ATTACHMENT O –NON-COLLUSION AFFIDAVIT.....	14
ATTACHMENT C-12 – LOS ANGELES RESIDENCE INFORMATION	14
ATTACHMENT P – LOS ANGELES CONTRACT HISTORY	14
ATTACHMENT Q – MUNICIPAL LOBBYING ORDINANCE.....	14

AMENDMENT NO. 1

**TO THE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
USA WASTE OF CALIFORNIA INC
dba WASTE MANAGEMENT
EL SOBRANTE LANDFILL (WM)
FOR DISPOSAL SERVICES FOR CITY WASTE
(C-110742-1)**

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as the "CITY") and USA Waste of California, Inc, dba Waste Management El Soberante Landfill (WM) duly organized and existing in good standing under the laws of the State of California, (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is responsible for collection, disposal and facility planning for all solid waste generated at single-family residences and small apartment complexes in the CITY, providing service to households throughout the City; and

WHEREAS, the CITY disposes of all its household waste except portions of Harbor wasteshed at Brown Ferris Industries of California, Inc. (BFI) Sunshine Canyon Landfill; and

WHEREAS, at the request of the CITY Council (CF No. 05-1179) on June 21, 2005, the Board of Public Works authorized release of a Request for Proposals in August of 2005 for the disposal of CITY waste at landfills other than Sunshine Canyon Landfill; and

WHEREAS, CITY received two feasible proposals for the disposal of its CITY waste; and

WHEREAS, the City Council believes it is in its best interest to diversify its solid waste disposal options and therefore authorize the Bureau of Sanitation (BOS) to divert an average of 600 tons per Operating Day as measured on a monthly basis of solid waste from Sunshine Canyon Landfill to El Sobrante Landfill; and

WHEREAS, the CITY Council authorized the CITY to enter into negotiations of its AGREEMENT with the CONTRACTOR; and

WHEREAS, CITY and the CONTRACTOR have negotiated this agreement in good faith; and

WHEREAS, the El Sobrante Landfill is owned and operated by the CONTRACTOR, and the CONTRACTOR has entered into a landfill operating agreement with Riverside County as a

public-private partnership (full copy of the landfill agreement is attached hereto as Attachment K); and

WHEREAS, the CONTRACTOR maintains full operation and maintenance authority of El Sobrante Landfill and has the expertise and capability to provide the services and rights provided in this AGREEMENT; and

WHEREAS, the City owns and operates Central Los Angeles Recycling and Transfer Station (CLARTS); and

WHEREAS, CLARTS processes approximately 2,200 tons/day of refuse of which an average of 150 tons/day are delivered by private entities; and

WHEREAS, the CITY desires to amend this contract (c-110742) with the CONTRACTOR to include the disposal of private waste from CLARTS.;

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

ARTICLE 1 – SECTION HEADINGS

No Change in this Article

ARTICLE 2 - DEFINITIONS

Add the following Definition in this Article:

PRIVATE WASTE – Waste collected at CLARTS other than CITY WASTE.

ARTICLE 3 - LANDFILL

No Change in this Article

ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY
CONTRACTORS

4.1.3 DAILY TONNAGE OF PRIVATE WASTE UNDER THIS AGREEMENT

Add this Sub-article to read as follows:

For the term of this AGREEMENT, beginning on the February 9, 2009, the CITY shall deliver and the CONTRACTOR shall accept daily tonnage up to 250 tons/day of PRIVATE WASTE per OPERATING DAY (calculated as a daily average over the period of each calendar month during the term from CLARTS. Upon 24 hours written notice to CONTRACTOR, the CITY may deliver daily tonnage in excess of an average of 250 tons/day, as calculated as a daily average over the period each calendar month on any given OPERATING DAY provided that the Palmdale/Antelope Valley and Lancaster Landfills have sufficient available daily capacity. The CITY or its designated transporters shall deliver this tonnage from CLARTS and dispose of it at the Palmdale/Antelope Valley and Lancaster Landfills. Since the availability of PRIVATE WASTE from CLARTS varies with prevailing market conditions there is no minimum delivery of PRIVATE WASTE from CLARTS to the CONTRACTOR'S LANDFILL.

ARTICLE 5 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE
CITY

No Change in this Article

ARTICLE 6 - TERMINATION

No Change in this Article

ARTICLE 7 - DELIVERY OF CITY WASTE TO OTHER CONTRACTOR'S OWNED
FACILITIES

Add this Sub-article to read as follows:

The CONTRACTOR owns and operates a number of permitted solid waste facilities serving Southern California including, but not limited to:

<u>SITE</u>	<u>Location</u>
Carson Transfer Station	Carson, CA
Palmdale/Antelope Valley Landfill	Palmdale, CA
Lancaster Landfill	Lancaster, CA
Bradley Landfill (closed)	Los Angeles, CA

On occasion, due to special operational circumstances, the CITY has a need to dispose of CITY WASTE that is above and beyond the quantities stipulated under section 5.1 of this AGREEMENT. During periods of such special operational circumstances, the CITY, at its sole discretion may deliver CITY WASTE to these facilities with prior reasonable notice to the CONTRACTOR, provided that CONTRACTOR has available capacity. Compensation for delivery of CITY WASTE to other CONTRACTOR'S owned facilities shall be calculated in accordance with Section 8.1.1.a of this AGREEMENT.

If El Sobrante Landfill is not available for disposal of CITY WASTE for the quantities stipulated under section 5.1 due to operational disruptions the CITY at its sole discretion may deliver CITY WASTE to these other facilities with prior reasonable notice to the CONTRACTOR, provided that CONTRACTOR has available capacity. Compensation for delivery of CITY WASTE to these other facilities when El Sobrante Landfill is unavailable shall be calculated in accordance with Section 8.1.1.b of this AGREEMENT.

ARTICLE 8 - COMPENSATION, INVOICING AND PAYMENT

Amend Section 8.1.1 of the Article to read as follows:

The operating fees for the month are calculated by multiplying the tonnage of CITY WASTE delivered to the CONTRACTOR's disposal or transfer facilities with the following per TON operating fee rates:

8.1.1.a CITY WASTE OPERATING FEES

CITY WASTE operating fees (Delivered by Designated City Contractors in Transfer Vehicles, Refuse Collection Vehicles or other City Vehicles) effective from the COMMENCEMENT DATE:

El Sobrante Landfill: \$23.60 per TON

Carson Transfer Station: \$16.55 per TON

Palmdale/Antelope Valley Landfill: \$44 per TON (includes TX as defined in Section 8.1.2)

Lancaster Landfill \$44 per TON (includes TX as defined in Section 8.1.2)

Bradley Landfill: \$49 per TON (includes TX as defined in Section 8.1.2)

8.1.1.b PRIVATE WASTE OPERATING FEES

PRIVATE WASTE operating fees (Delivered by Designated City Contractors in Transfer Vehicles, Refuse Collection Vehicles or other City Vehicles) effective from February 9, 2009:

Palmdale/Antelope Valley Landfill: \$26.14 per TON (includes Host Fee and TX as defined in Section 8.1.2)

Lancaster Landfill \$25.53 per TON (includes TX as defined in Section 8.1.2). The rates specified herein for PRIVATE WASTE.

The aforementioned schedule of operating fees shall be adjusted annually at each anniversary of the EFFECTIVE DATE by an inflation factor (IN), which is based upon the change, from the EFFECTIVE DATE to the adjustment date in question, in the Consumer Price Index for all urban consumers for the Los Angeles-Anaheim-Riverside Metropolitan Area ("CPI-U") as published by the Bureau of Labor Statistics, U.S. Department of Labor. The inflation factor shall be equal to:

$$IN = [(CPI-U_a)/(CPI-U_c)]$$

where

"CPI-U_a"= the CPI-U for the calendar month "a"; and

"a" = the calendar month in which the anniversary of the EFFECTIVE DATE occurs.

"CPI-U_c"= the CPI-U for the calendar month and year in which the EFFECTIVE DATE occurs.

Until the final CPI-U_a is published for the year in question, an estimate of the CPI-U_a shall be made by the CONTRACTOR using linear extrapolation from the prior year's CPI-U_a to the most recently published final CPI-U. The CONTRACTOR shall adjust the SERVICE FEE payment for the month following the publication of the final CPI-U_a to account for any over or under payments resulting from the use of the estimated CPI-U_a. Notwithstanding the calculation methodology described herein, at no time shall IN exceed 0.06 (six percent) in any single annual adjustment. Discounts shall not apply to any invoice for the disposal of PRIVATE WASTE delivered by the CITY.

ARTICLE 9 - CHANGES OR MODIFICATION

No Change in this Article

ARTICLE 10 - INSURANCE AND BONDS

Amend Section 10.1.4 to read as follows;

Evidence of insurance shall be submitted to and approved by the City Administrative Officer, Risk Management and shall be obtained as a condition precedent to this AGREEMENT.

ARTICLE 11 - INDEMNIFICATION

No Change in this Article

ARTICLE 12 - INDEPENDENT CONTRACTORS

No Change in this Article

ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

No Change in this Article

ARTICLE 14 – NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Amend this Article to read as follow:

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

The CONTRACTOR and the CITY acknowledge the specific Affirmative Action Program, that the CONTRACTOR agrees to execute and abide by, has been filed with and approved by the BOARD'S Office of Contract Compliance. (Attachment A)

ARTICLE 15 – MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISES OUTREACH PROGRAM

No change in this Article

ARTICLE 16 – SUCCESSORS AND ASSIGNS

No Change in this Article

ARTICLE 17 – CONTACT PERSON

Amend the Article to read as follow;

To the City:

Solid Resources Support Services Division

Khalil Gharios, Division Manager

1149 S. Broadway, Suite 800

Los Angeles, CA 90012

(213) 485-3002

Contact Person:

Bureau of Sanitation

Enrique C. Zaldivar, Director

1149 S. Broadway, Suite 900

Los Angeles, CA 90015

(213) 485-2210

ARTICLE 18 – TERM OF AGREEMENT

No Change in this Article

ARTICLE 19 - FORCE MAJEURE

No Change in this Article

ARTICLE 20 - SEVERABILITY

No Change in this Article

ARTICLE 21 - DISPUTES

No Change in this Article

ARTICLE 22 – ENTIRE AGREEMENT

No Change in this Article

ARTICLE 23 – GOVERNING LAW

No Change in this Article

ARTICLE 24 – LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE

No Change in this Article

ARTICLE 25 – PARENT COMPANY GUARANTEE

No Change in this Article

ARTICLE 26 – CONDITIONS PRECEDENT

No Change in this Article

ARTICLE 27 – NOT USED

No Change in this Article

ARTICLE 28 – CHILD SUPPORT ASSIGNMENT ORDERS

No Change in this Article

ARTICLE 29 - LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER
RETENTION ORDINANCE

No Change in this Article

ARTICLE 30 – EQUAL BENEFITS ORDINANCE

No Change in this Article

ARTICLE 31 – CONTRACTOR RESPONSIBILITY ORDINANCE

No Change in this Article

ARTICLE 32 – SLAVERY DISCLOSURE ORDINANCE

No Change in this Article

ARTICLE 33 – OWNERSHIP OF DATA

Amend Article 33 to Read as follows:

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein. The provisions of this paragraph shall survive expiration or termination of this Contract.

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the City's ownership rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTORS contract with the CITY.

ARTICLE 34 – AMERICANS WITH DISABILITIES ACT

No Change in this Article

ARTICLE 35 – PROHIBITIONS AGAINST ASSIGHMENT OR DELEGATION

No Change in this Article

ARTICLE 36 – DISCOUNTS

No Change in this Article

ARTICLE 37 – BREACH

No Change in this Article

ARTICLE 38 – WAIVER

No Change in this Article

ADD ARTICLE 39 – CLAIMS FOR LABOR AND MATERIALS

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

ADD ARTICLE 40 – PERMITS

The CONTRACTOR and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONTRACTOR'S performance hereunder and shall pay any fees required thereof. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ADD ARTICLE 41 – MUNICIPAL LOBBYING ORDINANCE

Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form (Attachment Q) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City.

ADD ARTICLE 43 – STANDARD PROVISIONS FOR CITY CONTRACTS

The City of Los Angeles has a number of statutory requirements with which all entities doing business with the City must comply. The CONTRACTOR is to abide by the Standard Provisions for City Contracts (Attachment N) as stated therein.

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

APPROVED AND AGREED TO:

CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS

By: _____

Title: _____

Date: _____

APPROVED AND AGREED TO:

USA WASTE OF CALIFORNIA, INC.

By: _____

Title: _____

Date: _____

ATTEST:

Karen E. Kalfayan, CITY Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Rockard J. Delgadillo, CITY Attorney

By: _____

Christopher M. Westhoff
Assistant City Attorney

Date: _____

ATTACHMENT A – AFFIRMATIVE ACTION COMPLIANCE DOCUMENTS
(inserted)

ATTACHMENT B – BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)
(inserted)

ATTACHMENT C – DETERMINATION OF CONTRACTOR PROPOSER
RESPONSIBILITY
(inserted)

ATTACHMENT D – CERTIFICATION REGARDING COMPLIANCE WITH EQUAL
BENEFITS ORDINANCE
(inserted)

ATTACHMENT E – INSURANCE REQUIREMENTS
(inserted)

ATTACHMENT F – COMPLIANCE WITH LIVING WAGE ORDINANCE
(inserted)

ATTACHMENT G – SCHEDULE A, LIST OF POTENTIAL MBE/WBE/OBE
SUBCONTRACTORS
(inserted)

ATTACHMENT H – SERVICE CONTRACT WORKER RETENTION ORDINANCE
(no change)

ATTACHMENT I – SLAVERY DISCLOSURE ORDINANCE
(inserted)

ATTACHMENT J – SAMPLE INVOICE/ PAYMENT TRACKING SYSTEMS
(no change)

ATTACHMENT K – LANDFILL OPERATING AGREEMENT BETWEEN USA WASTE OF
CALIFORNIA INC. AND RIVERSIDE COUNTY AS A PUBLIC-
PRIVATE PARTNERSHIP
(no change)

ATTACHMENT L – LANDFILL PERMITS
(no change)

ATTACHMENT M – PARENT COMPANY GUARANTEE
(no change)

ATTACHMENT N – STANDARD PROVISIONS FOR CITY CONTRACTS
(inserted)

ATTACHMENT O – NON-COLLUSION AFFIDAVIT
(inserted)

ATTACHMENT C-12 – LOS ANGELES RESIDENCE INFORMATION
(inserted)

ATTACHMENT P – LOS ANGELES CONTRACT HISTORY
(inserted)

ATTACHMENT Q – MUNICIPAL LOBBYING ORDINANCE
(inserted)

CITY OF LOS ANGELES REQUIREMENTS AND CHECKLIST (Revised 4/11/07)

The City of Los Angeles has a number of statutory requirements with which all entities doing business with the City must comply. The following documents must be included with any Request for Proposals/Request for Qualifications response, contract, letter of agreement, supplemental agreement, or amendment with the City of Los Angeles, as indicated *:

Attachment 1: **Standard Provisions** for City Contracts (Rev. 10/03)

All*



Please read through this material carefully, as the City Council and City Attorney have resolved that these Provisions must be included in every RFP for services and that they also must be incorporated into the contract awarded to the selected proposer. These provisions are not subject to renegotiation in the event of any amendments to the contract. Non-compliance with any of the Standard Provisions requirements will render the proposal non-responsive. **(The 10/03 version binds the vendor to the Child Support Ordinance and the Americans with Disabilities Act. No further certifying attachments for these two provisions are necessary. Additionally, the Child Care Policy Declaration Statement was eliminated as a requirement for bidders and proposal packages on 8/24/05.)**

Attachment 2: **Insurance Requirements:**

All*



This section details the types and amounts of insurance and indemnity required for all contracts. The division administering this RFP/RFQ has obtained the specific insurance requirements for the particular scope of service from Office of the Chief Administrative Officer/Risk Management. **The appropriate evidence of coverage must be submitted before a contract can be executed.** The preferred form for evidence of insurance coverage is now an Industry Certificate of Insurance (such as an Acor Certificate), containing (1) a thirty days' cancellation notice provision (ten days for non-payment of premium) **AND** (2) an Additional Insured Endorsement naming the City of Los Angeles as an additionally insured. Insurance agents will understand how to note this language in their certs. **Electronic submission** of completed certs is now the preferred method. Insurance agents should submit the Form Gen 146/IR (Rev. 4/00), entitled "Insurance Requirements", AND all completed certs to: cao.insurance.bonds@lacity.org with a cc to bobbi.jacobsen@lacity.org. Risk Management is available to answer agents' questions at (213) 327-0298. Agents should make sure that the correct cert holder information for Personnel Department is included in the bottom left-hand corner of their cert:

City of Los Angeles, Personnel Department
700 East Temple Street
Los Angeles, CA 90012
Mail Stop - 391

Risk Management will still accept the City's custom Liability Certificates located in this Standard Provisions package, but they are being phased out. These can also be printed from the City of Los Angeles, Chief Administrative Officer's website: www.lacity.org/cao/risk/index.htm

Under Forms/Documents in the lower left-hand corner of the website page, click on Insurance Forms. You can then click on and print each of the types of City Endorsements that Risk Management has required for your service. Provide these to your carrier to fill out and e-mail to: cao.insurance.bonds@lacity.org with a cc to bobbi.jacobsen@lacity.org.

- Attachment 3: **Business Tax Registration Certificate** (BTRC) number and/or Vendor Registration number: All* ☐
- Proposers must have a tax registration account number prior to the execution of any contract.** This ensures that all businesses that contract to provide goods or services to the City have fully complied with all business tax requirements. Applications are available through the Office of Finance's Tax and Permit Division Branch Offices, whose addresses are enclosed, or they can be printed from the City of Los Angeles, Office of Finance's website:
www.lacity.org/finance/pdf/TaxRegistrationV4.pdf
- Attachment 4: **Non-Collusion** Affidavit or Affidavit to Accompany Proposals or Bids: All* ☐
- This City Charter and Administrative Code requirement assures that all proposals are supported by an affidavit or declaration that the proposal is genuine and not part of a sham or collusive situation. Submission of only **one** of the two forms is required.
- Attachment 5: **Los Angeles Residence** Information: All* ☐
- This form supports the City Council motion asserting the importance of preserving and enhancing the economic base and well-being of the City of Los Angeles by encouraging businesses to locate or remain in the City.
- Attachment 6: City of Los Angeles **Contract History:** All* ☐
- This is required by City Council resolution, in recognition that a contractor's past performance is usually a very reliable indicator of future performance.
- Attachment 7: **Affirmative Action** documents: ☐
- Total Composition of Workforce Contracts over \$100,000* ☐
 - Nondiscrimination/Equal Employment Practices/Affirmative Action All* ☐
 - Equal Employment Practices Provisions Contracts over \$100,000* ☐
- These three forms assure that vendors doing business with the City comply with the City's Affirmative Action Program of non-discrimination and equal employment practices. Further information is available at:
www.lacity.org/BCA/index.htm
 Click on "Office of Contract Compliance" in the left margin, then "Affirmative Action", under "4. Equal Employment Opportunities (EOO) Enforcement".
- Attachment 8: Affidavit Re Compliance with **Minority/Women/Other Business** Outreach: Contracts over \$100,000* ☐
- These forms are required by Mayoral Directive, to provide all business enterprises an equal opportunity to participate in the performance of City contracts greater than \$100,000.
- Attachment 9: Declaration of Compliance with **Service Worker Retention Ordinance and Living Wage Ordinance:** ☐
- These Ordinances require all City contractors to retain certain workers if they replace an existing contractor, and that contractors pay their employees a livable wage. The Employee Information Form will be required of prime contractors prior to the execution of any contract. A Subcontractor's Form must be submitted by the winning prime contractor utilizing subcontractors. Additionally, each subcontractor utilized must submit a Subcontractor's Declaration of Compliance form. Further information regarding both ordinances is available at: www.lacity.org/BCA/index.htm
 Click on "Ordinances" in the left margin, then click on subjects of interest under "Living Wage Ordinance" or "Service Worker Retention Ordinance".
- Contracts over \$25,000 and over 3 months in duration*

Attachment 10: **Certificate of Compliance with the Equal Benefit Ordinance:** Contracts over \$5,000* ☐

These forms support compliance with the Ordinance that prevents discriminatory practices in the awarding of benefits. It requires that contractors provide the same benefits to their employees with domestic partners as they do to employees with spouses. The two-page Certificate of Compliance must be included with any proposal. The Subcontractor Information Form, if applicable, will be requested of the winning Bidder. Benefits back-up information will be also requested by Bureau of Contract Compliance staff and is required prior to the execution of any contract. Further information is available at:

www.lacity.org/BCA/index.htm

Click on "Ordinances" in the left margin, then click on subjects of interest under "Equal Benefits Ordinance".

Attachment 11: **Contractor Responsibility Ordinance:** Contracts \$25,000 and over and over 3 months in duration* ☐

These forms assure compliance with the Ordinance which requires determination that prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Pledge of Compliance and the Responsibility Questionnaire must be completed and included with all proposals. Subcontractors utilized by the winning prime contractor must also submit a Pledge of Compliance.

Further information is available at: www.lacity.org/BCA/index.htm

Click on "Ordinances" in the left margin, then on subjects of interest under "Contractor Responsibility Ordinance".

Attachment 12: **Slavery Disclosure Ordinance:** ☐

All*

This Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era must be completed and submitted by the vendor actually selected for award of a contract, prior to execution. Further information is available at:

www.lacity.org/BCA/index.htm

Click on "Ordinances" in the left margin, then on subjects of interest under "Slavery Disclosure Ordinance".

Attachment 13: **Municipal Lobbying Ordinance (MLO):** ☐

All*

This Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers must submit the attached "**Bidder Certification CEC Form 50**" to Personnel Department with their proposals. The complete Municipal Code Wording, definitions and reporting requirements can be located at:

http://ethics.lacity.org/PDF/laws/law_mlo.pdf

ATTACHMENT 1

STANDARD PROVISIONS

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein.

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

PSC-2. Number of Originals.

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY** including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California. **CONTRACTOR/CONSULTANT** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

PSC-4. Time of Effectiveness.

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

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

PSC-5. Integrated Contract.

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

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

PSC-7. Excusable Delays.

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

PSC-8. Breach.

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

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

PSC-9. Waiver.

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

PSC-10. Independent CONTRACTOR/CONSULTANT.

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

PSC-11. Prohibition Against Assignment or Delegation.

The **CONTRACTOR/CONSULTANT** may not, unless it has first obtained the written permission of the **CITY**;

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

PSC-12. Permits.

The **CONTRACTOR/CONSULTANT** and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the **CONTRACTOR'S/CONSULTANT'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR/CONSULTANT** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-13. Nondiscrimination and Affirmative Action.

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

ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The **CONTRACTOR/CONSULTANT** shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The **CONTRACTOR/CONSULTANT** shall also comply with all rules, regulations, and policies of the **CITY'S** Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the **CONTRACTOR/CON-SULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the **CONTRACTOR/CONSULTANT** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the **CONTRACTOR/CONSULTANT** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR/CON-SULTANT'S** contract with the **CITY**.

PSC-14. Claims for Labor and Materials.

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required.

The **CONTRACTOR/CONSULTANT** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Contract, the **CONTRACTOR/CONSULTANT** shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-16. Bonds.

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

PSC-17. Indemnification.

Except for the active negligence or willful misconduct of **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR/CON-SULTANT** undertakes and agrees to defend, indemnify and hold harmless **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S/CON-SULTANT'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the **CONTRACTOR/CONSULTANT** or its **SUBCONTRACTORS** of any tier. The provisions of this paragraph survive expiration or termination of this Contract.

PSC-18. Insurance.

A. General Conditions

During the term of this Contract and without limiting **CONTRACTOR'S/CONSULTANT'S** indemnification of the **CITY**, **CONTRACTOR/CONSULTANT** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR/CONSULTANT** but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR in Exhibit 1 hereto, covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect **CITY** as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide **CITY** at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to **CITY'S** insurance program. Except when **CITY** is a named insured,

CONTRACTOR'S/CONSULTANT'S insurance is not expected to respond to claims which may arise from the acts or omissions of the **CITY**.

B. Modification of Coverage

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

C. Failure to Procure Insurance

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

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

D. Worker's Compensation

By signing this Contract, **CONTRACTOR/CONSULTANT** hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply

with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

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

PSC-19. Child Support Assignment Orders.

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code. Pursuant to this Ordinance, **CONTRACT-OR/CONSULTANT** certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of **CONTRACTOR/CONSULTANT** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of **CONTRACT-OR/CONSULTANT** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of **CONTRACTOR/CONSULTANT** to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by **CITY**. Any subcontract entered into by the **CONTRACTOR/CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the **CONTRACTOR/CONSULTANT** to obtain compliance of its subcontractors shall constitute a default by the **CONTRACTOR/CONSULTANT** under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to **CONTRACTOR/CONSULTANT** by the **CITY**.

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

PSC-20. Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

- A. Unless otherwise exempt in accordance with the provisions of these Ordinance, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Section 10.37 et. seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. **CONTRACTOR/CONSULTANT** assures payment of a mini-mum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO.
2. **CONTRACTOR/CONSULTANT** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR/CONSULTANT** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR/CONSULTANT** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S/CONSULTANT'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the **CONTRACTOR/CONSULTANT** with respect to such pledges and fully discharge the obligation of the **CONTRACTOR/CONSULTANT** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. The **CONTRACTOR/CONSULTANT**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or

otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR/CONSULTANT** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by the **CONTRACTOR/ CONSULTANT** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-20 and shall incorporate the provisions of the LWO and the SCWRO.
 5. **CONTRACTOR/CONSULTANT** shall comply with all rules, regulations and policies promulgated by the designated administrative agency which may be amended from time to time.
- B. Under the provisions of Section 10.36.3(c) and Section 10.37.5(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR/CONSULTANT** has violated provisions of either the LWO or the SCWRO or both.
- C. Where under the LWO Section 10.37. 6(d), the designated administrative agency has determined (a) that the **CONTRACTOR/CON-SULTANT** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the **CONTRACTOR/CONSULTANT** in accordance with the following procedures. Impoundment shall mean that from monies due the **CONTRACTOR/CONSULTANT**, the

awarding authority may deduct the amount determined to be due and owing by the **CONTRACTOR/CONSULTANT** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d) (3) and disposed of under procedures described therein through final and binding arbitration. Whether the **CONTRACTOR/CON-SULTANT** is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The **CONTRACTOR/CONSULTANT** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

PSC- 21. Americans with Disabilities Act.

The **CONTRACTOR/CONSULTANT** hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The **CONTRACTOR/CONSULTANT** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The **CONTRACTOR/CONSULTANT** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the **CONTRACTOR/CON-SULTANT**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC- 22. Retention of Records, Audit and Reports.

CONTRACTOR/CONSULTANT shall maintain records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY's** representative at any time during the term of this contract or within the three

years following the final payment made by the **CITY** hereunder or the termination date of this contract, whichever occurs last. **CONTRACTOR/CONSULTANT** shall provide any reports requested by the **CITY** regarding performance of this Contract.

PSC-23. Discount Terms

CONTRACTOR/CONSULTANT agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Agreement which meet the discount terms.

PSC-24. Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires **CONTRACT-OR/CONSULTANT** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S/CONSULTANT'S** fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, **CONTRACTOR/CONSULTANT** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The **CONTRACTOR/ CONSULTANT** further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the **CONTRACTOR/CONSULTANT** is not in compliance with all applicable federal, state and local laws in performance of this contract; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the **CONTRACTOR/ CONSULTANT** has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

PSC-25. Warranty and Responsibility of CONSULTANT/CONTRACTOR

CONSULTANT/CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced

among those firms within **CONTRACTOR'S/CONSULTANT'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Minority, Women, And Other Business Enterprise Outreach Program

CONTRACTOR/CONSULTANT agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR/CONSULTANT** certifies that it has complied with Mayor-al Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR/CONSULTANT** shall not change any of these designated subcontractors/subconsultants, nor shall **CONTRACTOR/CONSULTANT** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-27. Ownership

Unless otherwise provided for herein, all documents, material, data, and reports originated and prepared by **CONTRACTOR/CONSULTANT** under this contract shall be and remain the property of the **CITY** for its use in any manner it deems appropriate. The provisions of this paragraph shall survive expiration or termination of this Contract.

PSC-28. Equal Benefits Ordinance.

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

- (1) During the performance of the Contract, the **CONTRACTOR/CONSULTANT** certifies and represents that the **CONTRACTOR/CONSULTANT** will comply with the EBO. The **CONTRACTOR/CONSULTANT** agrees to post the follow-ing statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the **CITY** of Los Angeles, the **CONTRACTOR/CONSULTANT** will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Office of the City Administrative Officer, Contractor Enforce-ment Section at (213) 978-7650."

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

PSC 29 - Slavery Disclosure Ordinance

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

EXHIBIT 1 **INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, NAME
questions, requests for additional forms, etc., to the CITY AGENCY
contact person listed here or to the department that ADDRESS
administers your contract, lease or permit:

TEL

FAX

GENERAL INFORMATION

1. **Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the Insurance Requirements Sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit** Normally, no work or occupancy may begin until a CITY Attorney insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.
3. **Availability of Insurance** Coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.
4. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. **California Licensee** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.
6. **Aggregate Limits/Impairment** If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect CITY'S protection are allowed without CITY'S prior written consent.

EXHIBIT 1 - Cont. INSURANCE REQUIREMENTS

7. **Signature** All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee** The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** The coverage must be primary with respect to any insurance or self insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds** (Severability of Interest) In **construction contracts**, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

PROCEDURES

12. **Acceptable Evidence and Approval** CITY **Special Endorsement** forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (**Note:**The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance** are not acceptable as **stand-alone evidence of coverage**. Certificates are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

EXHIBIT 1 - Cont.
INSURANCE REQUIREMENTS

13. **Renewal** When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance. (See separate information sheet on the CITY'S SPARTA program as an optional source of low-cost insurance which meets all requirements.)

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Fire Legal Liability** is required for persons occupying a portion of CITY premises.

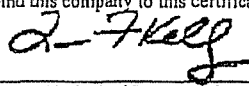
20. **Surety** coverage may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. **Specialty coverages** may be needed for certain operations.

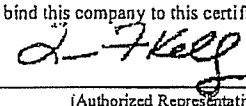
ATTACHMENT 2

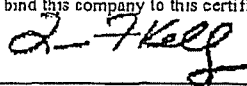
INSURANCE REQUIREMENTS

Amendment No. 1

110742

GENERAL LIABILITY CERTIFICATE FOR THE CITY OF LOS ANGELES Form GL-15-CR (Rev. 12-2007)			2. Issue Date (mm/dd/yy) 07/14/2008	
3. Producer Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057 Telephone: 866-260-3538		5. Policy Information Carrier: ACE American Insurance Company Policy No.: HDO G23736767 Policy Period: 1/1/2008 - 1/1/2009 Coverage Trigger (Check one): <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made Check <input type="checkbox"/> if Loss Adjustment Expense is included in Limits		
4. Named Insured Waste Management of California dba Waste Management 9081 Tujunga Avenue Sun Valley, CA 91352		6. <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with a stop loss cap of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per occurrence <input type="checkbox"/> Per Claim		
7. Applicability This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Los Angeles are covered: City Agreement/Permit No.:				
8. Type of Insurance				
General Liability (Check one) <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Comprehensive Form (1973 Occurrence) (Retroactive Date)				
9. Coverages				
		Liability Limits in Thousands \$		
		Each Occurrence	Aggregate	
<input checked="" type="checkbox"/> Premises/Operations		\$5,000	\$5,000	
<input checked="" type="checkbox"/> Underground & Collapse Hazard				
<input checked="" type="checkbox"/> Products/Completed Operations			\$5,000	
<input checked="" type="checkbox"/> Contractual*				
<input checked="" type="checkbox"/> Independent				
10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)				
11. Claims: Underwriter's representative for claims pursuant to this insurance. Gallagher Bassett 866-889-1218				
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter applied thereto, it is agreed as follows:				
12. Additional Insured. The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured. **				
13. Contribution Not Required. The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.				
14. Separation of Insureds. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.				
15. Cancellation Notice. If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012. * Subject to policy terms, conditions & exclusions. ** Where and to the extent required by written contract. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.				
Certificate Holder				
16. City Department/Bureau City of Los Angeles Bureau of Sanitation 419 South Spring Street, Suite 906 Los Angeles, CA 90013		17. Authorized Representative <input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> I, Tim F. Kelly (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate. Signature  (Authorized Representative) Telephone: 866-260-3538 Date Signed 7/14/2008		

AUTOMOBILE LIABILITY CERTIFICATE FOR THE CITY OF LOS ANGELES			2. Issue Date (mm/dd/yy) 07/14/2008	
3. Producer Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057 Telephone 866-260-3538			5. Policy Information Carrier: ACE American Insurance Company Policy No.: ISA H08240395 Policy Period: 1/1/2008 - 1/1/2009 <input type="checkbox"/> Check here if policy is continuous until cancelled	
4. Named Insured Waste Management of California dba Waste Management 9081 Tujunga Avenue Sun Valley, CA 91352			6. <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ applies to liability coverage.	
			7. Applicability This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Los Angeles are covered: City Agreements/Permits	
8. Type of Insurance:				
Automobile Liability			11. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)	
9. Coverages		10. Liability Limits in Thousands \$		
<input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos (Priv. Pass.) <input checked="" type="checkbox"/> All Owned Autos (Other than <input checked="" type="checkbox"/> Hired Autos Priv. Pass.) <input checked="" type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability		Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$ BI & PD \$ Combined \$ 1,000		
12. Claims: Underwriter's representative for claims pursuant to this insurance. Gallagher Bassett 866-889-1218				
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:				
13. Additional Interest. The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.*				
14. Contribution Not Required. The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.				
15. Separation of Insureds. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.				
16. Cancellation Notice. If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012				
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate applies. * Where and to the extent required by written contract.				
Certificate Holder			18. Authorized	
17. City Department/Bureau City of Los Angeles Bureau of Sanitation 419 South Spring Street, Suite 906 Los Angeles, CA 90013			Representative <input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> I, Tim F. Kelly (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate. Signature  (Authorized Representative) Telephone: 866-260-3538 Date Signed 07/14/2008	

WORKERS' COMPENSATION CERTIFICATE FOR THE CITY OF LOS ANGELES		2. Issue Date (mm/dd/yy) 07/14/2008				
3. Producer Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057 Telephone 866-260-3538		5. Policy Information Carrier: ACE American Insurance Company Policy No.: WLR C43997609 Policy Period: 1/1/2008 - 1/1/2009				
4. Named Insured Waste Management of California dba Waste Management 9081 Tujunga Avenue Sun Valley, CA 91352		6. Applicability This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Los Angeles are covered: City Agreement/Permit No.:				
7. Type of Insurance Workers' Compensation						
8. Coverages		9. Includes (check as applicable):				
<table border="1"><thead><tr><th>Coverages</th><th>Liability Limits in Thousands \$</th></tr></thead><tbody><tr><td>Workers' Compensation and Employer's Liability</td><td>\$ Statutory \$3,000 (Each Accident) \$3,000 (Disease-Policy Limit) \$3,000 (Disease-Each Employee)</td></tr></tbody></table>		Coverages	Liability Limits in Thousands \$	Workers' Compensation and Employer's Liability	\$ Statutory \$3,000 (Each Accident) \$3,000 (Disease-Policy Limit) \$3,000 (Disease-Each Employee)	<input checked="" type="checkbox"/> Waiver of Subrogation against the City.* <input type="checkbox"/> Longshore and Harbor Workers. <input type="checkbox"/>
Coverages	Liability Limits in Thousands \$					
Workers' Compensation and Employer's Liability	\$ Statutory \$3,000 (Each Accident) \$3,000 (Disease-Policy Limit) \$3,000 (Disease-Each Employee)					
10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)		11. Claims: Underwriter's representative for claims pursuant to this insurance.				
<p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:</p> <p>12. Cancellation Notice. If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.</p> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.</p> <p>* Where and to the extent required by written contract where permissible by law.</p>						
13. City Department/Bureau City of Los Angeles Bureau of Sanitation 419 South Spring Street, Suite 906 Los Angeles, CA 90013		14. Authorized Representative <input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/> I <u>Tim F. Kelly</u> (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.  Signature _____ (Authorized Representative) Telephone: 866-260-3538 Date Signed 07/14/2008				

GENERAL LIABILITY SPECIAL ENDORSEMENT		SUBMIT IN DUPLICATE	
FOR THE CITY OF LOS ANGELES Form GGL 135 GL (R: 10/91)		1. ENDORSEMENT NO.	2. ISSUE DATE (mm/dd/yy) 9/3/03
3. PRODUCER Lockton Insurance Agency of Houston, Inc. 5847 San Felipe, Suite 320 Houston, Texas 77057 Telephone: 866-260-3538		5. POLICY INFORMATION: Carrier: ACE American Insurance Company Policy No.: HDO G2058693 A Policy Period: 01/01/03 to 01/01/04 COVERAGE TRIGGER (check one): <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made Check <input type="checkbox"/> If LOSS ADJUSTMENT EXPENSE is Included in Limits	
4. NAMED INSURED USA Waste of California, Inc. 9081 Tujunga Avenue Sun Valley, CA 91352		6. <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Funded Retention (check which) of _____ with a stop loss cap of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim.	
8. TYPE OF INSURANCE		7. APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City of Los Angeles are covered.	
GENERAL LIABILITY (check one) <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY _____ N/A _____ (RETROACTIVE DATE) <input type="checkbox"/> COMPREHENSIVE FORM (1973 OCCURRENCE)		10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)	
9. COVERAGES		11. CLAIMS: Underwriter's representative for claims pursuant to this insurance. Gallagher Bassett 1-866-889-1218 x 201	
LIABILITY LIMITS IN THOUSANDS \$			
EACH OCCURRENCE		AGGREGATE	
<input checked="" type="checkbox"/> PREMISES/OPERATIONS		\$ 5,000	
<input checked="" type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		\$ 5,000	
PRODUCTS/COMPLETED OPERATIONS		PRODUCTS/COMP OP AGG.	
<input checked="" type="checkbox"/> CONTRACTUAL		\$ 6,000	
<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS		GENERAL AGGREGATE	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:			
12. ADDITIONAL INSURED. The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.			
13. CONTRIBUTION NOT REQUIRED. The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.			
14. SEPARATION OF INSURED. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
15. CANCELLATION NOTICE. If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 NORTH MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that this notice to the City shall not affect the Company's right to give a lesser notice to the Named Insureds in the event of nonpayment of premium.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
16. CITY DEPARTMENT/BUREAU City of Los Angeles Bureau of Sanitation 419 South Spring Street, Suite 906 Los Angeles, CA 90013		17. AUTHORIZED REPRESENTATIVE <input checked="" type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter _____ I <u>Timothy F. Kelly</u> (print/type name) warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature <u>[Signature]</u> (original signature required on all copies furnished to the City Attorney) Telephone: (866) 260-3538 Date Signed September 3, 2003	

ATTACHMENT 3

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC)

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 03-20-03 E

STARTED

04-01-87

DESCRIPTION

WHOLESALE SALES

FUND CLASS

L 166

ACCOUNT NO.

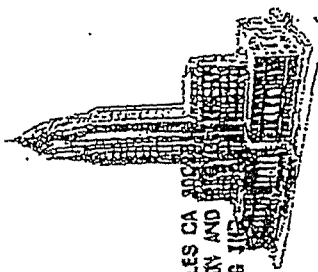
613935-91

040 S MISSION RD LOS ANGELES CA 90007
WASTE MANAGEMENT COLLECTION AND RECYCLING
C/O FRED FREUND
9081 TULINGA AV
SUN VALLEY CA 91352-1516

ISSUED BY:

Antoinette D. Christensen

DIRECTOR OF FINANCE



NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - 201 N. MAIN ST., Rm 101, LOS ANGELES CA 90012

IMPORTANT - READ REVERSE SIDE

FORM 200 (REV 8/01)

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 03-20-03 E

STARTED

04-01-88

DESCRIPTION

MISCELLANEOUS SERV

FUND CLASS

L 288

ACCOUNT NO.

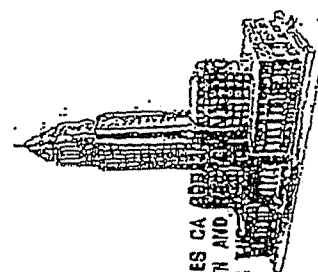
613935-91

840 S MISSION RD LOS ANGELES CA 90007
WASTE MANAGEMENT COLLECTION AND RECYCLING
C/O FRED FREUND
9081 TULINGA AV
SUN VALLEY CA 91352-1516

ISSUED BY:

Antoinette D. Christensen

DIRECTOR OF FINANCE



NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - 201 N. MAIN ST., Rm 101, LOS ANGELES CA 90012

IMPORTANT - READ REVERSE SIDE

FORM 200 (REV 8/01)

ATTACHMENT 4

NON-COLLUSION

AFFIDAVIT

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DOUG CORCORAN

being first duly sworn, deposes and says: That he

is DIRECTOR OF OPERATIONS

(Insert "sole owner", "a partner", "president", "secretary", or other proper title)

of USA WASTE OF CALIFORNIA dba WASTE MANAGEMENT

who submits herewith to

(Insert name of bidder)

TRANSLOADING AND DISPOSAL CONTRACT #C-110742

the attached proposal;

That he the person whose name signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest of behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant further deposes and says: That the bidder has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder, or anyone else interested in the proposed contract; that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

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

- A. did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- B. did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- C. did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his price or of that of anyone else;
- D. did not, directly or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his business.

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

See attached Jurat

Subscribed and sworn to before me

this _____ day of _____, 19____

Notary Public

Signed: 

WARNING

BIDS WILL NOT BE CONSIDERED UNLESS
THE AFFIDAVIT HEREON IS FULLY
EXECUTED, INCLUDING THE CERTIFICATE
OF THE NOTARY AND THE NOTARIAL SEAL.

Jurat

State of California

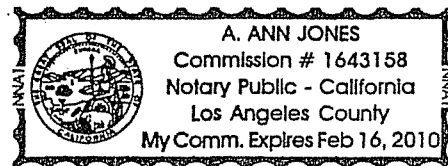
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 15th day of July,
2008 by Doug Corcoran

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

A. Ann Jones, Notary Public
Signature

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit to Accompany Proposals or Bids
(Title or description of attached document)

Attachment 4 Non-Collusion Affidavit
(Title or description of attached document continued)

Number of Pages 1 Document Date _____

City of L.A. Contract # C-110742
(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

ATTACHMENT 5

LOS ANGELES RESIDENCE INFORMATION

LOS ANGELES RESIDENCE INFORMATION

The City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion (CF92-0021) that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: WASTE MANAGEMENT, INC.

I Corporate or Main Office Address

1001 FANNIN, SUITE 4000
HOUSTON
TEXAS 77002

II. Total Number of Employees in Organization: 52,000

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

TO BE CALCULATED LATER. 12/12/2005
and %

ATTACHMENT 6

LOS ANGELES CONTRACT HISTORY

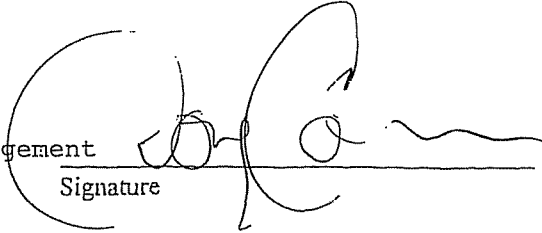
Amendment No. 1

110742

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

USA Waste of California dba Waste Management
Name of Organization


Signature

Doug Corcoran
Print Name

Director of Operations
Title

07/15/2008
Date

Current and Prior City of Los Angeles Contracts

July 2008 Submission for Amendment No. 1 on Contract 110742

Contract No.	Name of City Department/Agency	Contact Person/ Phone Number	Signing Date	Completion Date	Description of Work	Total Dollar Amount
110742	Bureau of Sanitation	Javier Polanco 213-485-3062	Attested 10/19/2006	Current	Disposal services for city waste.	\$21,924,000.00
C-107485	Bureau of Sanitation	Stanton Lewis 213-485-3581	Attested 10/14/2004	Current	Receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas.	\$1,619,505.00
C-113188	Bureau of Sanitation	Neal Guglielmo 213-485-3905	03/18/2008	03/17/2013	Multi-family residential recycling.	\$17,000,000.00
C-112001	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	08/2010	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the East Valley Diversion Facility.	Not to exceed \$12,000,000.00
C-1122002	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	08/2010	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the Downtown Diversion Facility.	Not to exceed \$12,000,000.00
RFQ#1006	Bureau of Street Services	Josie Santiago 213-847-2861	11/05/2003	As-needed	"Recycling & Disposal sites for Inert Materials" Vendors	As-needed basis.
C-92531	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste in the Northeast SF Valley.	Not to exceed \$31,135,000.00
C-56886	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste downtown.	Not to exceed \$31,135,000.
C-93689	Bureau of Sanitation	Javier Polanco 213-485-3062	07/1996	06/2001	Disposal services for city-collected residential waste.	\$18.07/ton+CPI for life of contract.
01165-1	Department of Water & Power	Karen Higgins 213-367-1137	04/01/2001	03/31/03	Rubbish removal for 25-yard and 40-yard containers.	\$150,000.00
4600002002	L.A. World Airports	Chris Baker	08/14/2003	06/30/04	Disposal of solid waste from 20- and 40-yard rolloff containers and compactors at LAX.	\$98,000.00
57100	Department of General Services	Jane Ugalde 310-648-5167	05/01/2001	12/01/2003	Rolloff, 3-yard and storage box rubbish removal.	\$960,000.00
4600003685	L.A. World Airports	Cheryl Sampson	11/25/2005	11/25/2008	Commercial recycling.	\$99,000.00

ATTACHMENT 7

AFFIRMATIVE ACTION COMPLIANCE DOCUMENTS

Attachment A – Affirmative Action, Equal Employment Opportunity, Nondiscrimination

CITY OF LOS ANGELES

Nondiscrimination/Equal Employment/Affirmative Action

NONDISCRIMINATION □ EQUAL EMPLOYMENT PRACTICES □ AFFIRMATIVE ACTION CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480. In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and non-construction contracts from \$1,000 to under \$100,000, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "B" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC ' 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section AE@ below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC ' 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. Subcontractors:
1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that CARLTON YEARWOOD, AND DIVERSITY is hereby
NAME OF DESIGNEE TITLE

V.P. BUSINESS ETHICS

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

1001 FANNIN, SUITE 4000, HOUSTON, TX 77002 (713) 287-2453
WORK ADDRESS TELEPHONE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read the Nondiscrimination Clause in AA@ above and certifies that it will adhere

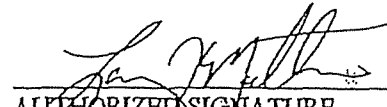
- to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section AE@ above;
 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: City Plan; Company Plan.
 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

WASTE MANAGEMENT 9081 Tujunga Avenue
Sun Valley CA 91352 (818)767-6180

ADDRESS

CITY, COUNTY, STATE, ZIP


AUTHORIZED SIGNATURE
LARRY MEYTER, V.P.

L.A. Market Area 12/01/05

NAME AND TITLE (TYPE OR PRINT)

(818) 252-3140 12-01-05
TELEPHONE DATE

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*A minority is defined as the term A minority person is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

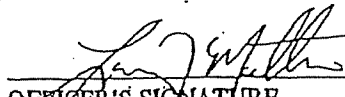
b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative

- action obligations
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
 - f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities
 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
 14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.


OFFICER'S SIGNATURE

LARRY MEITER, V.P.
L.A. Market Area 12/01/05

OFFICER'S NAME AND TITLE (Please Type or Print)

DECEMBER 1, 2005
DATE

WASTE MANAGEMENT
FIRM NAME

C-10 Slavery Disclosure Notice

ATTACHMENT 8

MINORITY AND WOMEN BUSINESS OUTREACH

**DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

RFP/RFQ Title: Request for Proposals (RFP#11) for Disposal/Transfer Services Outside the City Limits

Proposer: USA Waste of California dba
Waste Management

Address: 9081 Tujunga Ave., Sun Valley, CA 91352

Contact Person: Lily Lee/Doug Corcoran

Phone/Fax: (818)252-3106/Fax (818)252-3147

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ OBE	CALTRANS/ CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
M&M Hollywood 7095 Hollywood Blvd. Los Angeles, CA 90028 (323)850-5300	Bulk Mail Services	OBE	-----	\$9,800.00
Environmental Compliance 171 Pier Avenue, Suite 337 Santa Monica, CA 90405	Environmental Consulting (Air)	WBE	9426	\$58,500.00
PIP of Sun Valley 8422 Sunland Blvd. Sun Valley, CA 91352 (818) 768-0550	Printing Services	OBE	-----	\$16,200.00

PERCENTAGE OF MBE/WBE PARTICIPATION

	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$0.0	0.0%
TOTAL WBE AMOUNT	\$58,500.00	12.6%
BASE BID AMOUNT	\$21,924,000.00	

Signature of Person Completing this Form

Director of Operations

7/28/06

Title

Date

MUST BE SUBMITTED WITH PROPOSAL

ATTACHMENT 9

**SERVICE WORKER
RETENTION
AND
LIVING WAGE
ORDINANCES**

LWO EXEMPTION APPLICATION

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300
Los Angeles, CA 90014

Phone: (213) 847-6480 - Fax: (213) 847-5566

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies. Contractors may submit this form with their bid or proposal to apply for exemption. City departments may also use this form. Exemptions based on the categories listed below must be approved by the Office of Contract Compliance (OCC) to be valid.

SECTION 1: CONTRACTOR INFORMATION

Company Name: WASTE MANAGEMENT Contact Person: LARRY METTER
Company Address: 9081 TUNJUNGA AVENUE
City: SUN VALLEY State: CA Zip: 91352 Phone: (818) 767-6180

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: BUREAU OF SANITATION Contract # (if any): N/A
Name of Department Contact: REMOTE DISPOSAL Department Phone: (213) 473-7921
CONTRACT AMOUNT: \$ _____ START DATE: _____ END DATE: _____
Purpose/ Service Provided: _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested.)

- ☒ OPERATING ENGINEERS
☒ Collective Bargaining Agreements (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.
Required documentation: A copy of the CBA with the superseding language clearly marked, or a letter from the union stating that the union has agreed to allow the CBA to supersede the LWO must be submitted with this application.
- ☐ Occupational License (LAAC 10.37.1(f)): Only the individual employees who are required to possess an occupational license to provide services to or for the City are exempt.

Required documentation: A listing of the employees required to possess occupational licenses to perform services to or for the City and copies of their occupational licenses must be submitted with this application.

- ☐ Other - Cite the LWO code section: _____

Required documentation: Submit a memorandum explaining the basis for the request for application for exemption.

SECTION 4: CONTRACTOR CERTIFICATION UNDER PENALTY OF PERJURY

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

LARRY METTER, V.P.
L.A. Market Area 12/01/05

Name of Signatory: Larry Metter Signature: [Signature] Title: _____ Date: _____
Any approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of Contract Compliance has approved a separate exemption for the individual subcontractor.

Approved / Not Approved - Reason: _____ By OCC Analyst: _____ Date: _____

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration
Office of Contract Compliance

600 South Spring Street, Suite 1300, Los Angeles, CA 90014

Phone: (213) 847-6480 – Fax: (213) 847-5566

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)
CITY FINANCIAL ASSISTANCE RECIPIENT ("CFAR")
APPLICATION FOR NON-COVERAGE OR EXEMPTION**

not applicable

A City financial assistance recipient (CFAR), as defined in Los Angeles Administrative Code Section 10.36.1(c), may apply for non-coverage or exemption if they meet the criteria described below. Under LAAC 10.36.1(c), a CFAR means any person that receives from the City in any one year discrete financial assistance for economic development or job growth totaling at least \$100,000. Service contracts for economic development or job growth are also deemed to be financial assistance once the \$100,000 threshold is reached.

Company Name: _____ Phone: _____

Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Department Awarding Financial Assistance: _____

Number of Contracts with the City of Los Angeles: _____

(Attach a list identifying the awarding department, contract amount, contract term, and contract purpose.)

Please check the box indicating the exemption for which you are applying and follow the instructions.

☐ **Exemption 1:** A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, that regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance may apply for this exemption.

To qualify: Read and sign the statement that follows. Submit this form and a copy of your IRS 501(c)(3) letter to the awarding department, who will then review it and submit it to the Bureau of Contract Administration, Office of Contract Compliance for final approval.

I certify under penalty of perjury that this corporation regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance.

Signature: _____ Date: _____

☐ **Exemption 2:** A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, with an annual operating budget of less than five million dollars (\$5,000,000) may apply for this exemption.

To qualify: Submit this form, a copy of your IRS 501(c)(3) letter and a copy of your operating budget for the current fiscal year to the awarding department, who will then review it and submit it to the Bureau of Contract Administration for final approval.

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved: _____ Not Approved: _____ Date: _____

Department Contact: _____ Phone: _____

FOR BCA USE ONLY

Approved: _____ Not Approved (See Attached): _____

Analyst: _____ Date: _____

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration
Office of Contract Compliance

600 South Spring Street, Suite 1300, Los Angeles, CA 90014

Phone: (213) 847-6480 – Fax: (213) 847-5566

**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO)
CITY FINANCIAL ASSISTANCE RECIPIENT ("CFAR")
APPLICATION FOR NON-COVERAGE OR EXEMPTION**

not applicable

A City financial assistance recipient (CFAR), as defined in Los Angeles Administrative Code Section 10.36.1(c), may apply for non-coverage or exemption if they meet the criteria described below. Under LAAC 10.36.1(c), a CFAR means any person that receives from the City in any one year discrete financial assistance for economic development or job growth totaling at least \$100,000. Service contracts for economic development or job growth are also deemed to be financial assistance once the \$100,000 threshold is reached.

Company Name: _____ Phone: _____

Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Department Awarding Financial Assistance: _____

Number of Contracts with the City of Los Angeles: _____

(Attach a list identifying the awarding department, contract amount, contract term, and contract purpose.)

Please check the box indicating the exemption for which you are applying and follow the instructions.

☐ **Exemption 1:** A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, that regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance may apply for this exemption.

To qualify: Read and sign the statement that follows. Submit this form and a copy of your IRS 501(c)(3) letter to the awarding department, who will then review it and submit it to the Bureau of Contract Administration, Office of Contract Compliance for final approval.

I certify under penalty of perjury that this corporation regularly employs homeless persons, persons who are chronically unemployed, or persons receiving public assistance.

Signature: _____ Date: _____

☐ **Exemption 2:** A corporation organized under Section 501(c)(3) of the United States Internal Revenue Service Code, with an annual operating budget of less than five million dollars (\$5,000,000) may apply for this exemption.

To qualify: Submit this form, a copy of your IRS 501(c)(3) letter and a copy of your operating budget for the current fiscal year to the awarding department, who will then review it and submit it to the Bureau of Contract Administration for final approval.

AWARDING DEPARTMENT'S RECOMMENDATION:

Approved: _____ Not Approved: _____ Date: _____

Department Contact: _____ Phone: _____

FOR BCA USE ONLY

Approved: _____ Not Approved (See Attached): _____

Analyst: _____ Date: _____

ATTACHMENT 10

EQUAL BENEFIT ORDINANCE

REASONABLE MEASURES

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
600 South Spring Street, Suite 1300, Los Angeles, CA 90014
Phone: (213) 847-6480 - Fax: (213) 847-5566

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

95-2370376

WASTE MANAGEMENT 9081 Tujunga Avenue
Sun Valley CA 91352 (818) 767-6180 12/02/2005

Federal ID Number (LOCAL)

Street Address	City	State	Zip
LARRY METTER, V.P.	(818) 252-3140	(818)	252-3249
Contact Person/Title L.A. Market Area 12/01/05	Telephone Number	Fax Number	

Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). To apply, contractors must submit:

1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

ACKNOWLEDGEMENT REGARDING APPLICATION

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

Executed this 1st day of DECEMBER, in the year 2005, at LOS ANGELES, CA
(City) (State)
LARRY METTER, V.P. 12/01/2005
Name of Signatory (Print) L.A. Market Area 12/01/05 Signature Title Date

ATTACHMENT 11

CONTRACTOR RESPONSIBILITY ORDINANCE

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.

1. Information Regarding Proposed Contract

Project Name/Description: TRANSLOADING SVS FOR RESIDENTIAL MUNICIPAL REFUSE DISPOSAL AT SOLID WASTE FACILITIES LOCATED OUTSIDE CITY LIMITS

RFB/RFQ/RFP # (if any): DISPOSAL/TRANSFER (RFP3) Date RFB/RFQ/RFP Released: 12/2005

Procuring Dept.: SANITATION

Mail Stop #: 624

Name of Dept. Contact: JAVIER POLANCO

Phone: (213) 485-3062

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: USA WASTE OF CALIF dba WASTE MANAGEMENT

Company Address: 9081 TUJUNGA AVENUE

City: SUN VALLEY

State: CA

Zip: 91352

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

Company Name:

Company Address:

City:

State:

Zip:

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/04/06.

The Questionnaires were processed by:

☒ Dept. of Public Works for Construction Contracts and ~~Service~~ Contracts

☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) David Tang Phone (213) 847-2445

DAA Representative Signature  By Kay La Date 10/04/06

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Bureau of Sanitation
City Department/Division Awarding Contract

Javier Polanco 213-473-7921
City Contact Person Phone

"Disposal and/or Transfer/Transloading Services for Residential Municipal Refuse Disposal at Solid Waste Facilities Located Outside City Limits"
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

USA Waste of California, Inc. d/b/a Waste Management
Bidder/Proposer Business Name

9081 Tujunga Ave.
Street Address

Sun Valley CA 91352
City State Zip

Doug Corcoran, Director of Operations 818-252-3147 818-252-3249
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☒ An update of a prior Questionnaire dated 1 / 29 / 04.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated / / was submitted by the firm. Attach a copy of that Questionnaire and sign below.

DOUG CORCORAN, DIRECTOR
Print Name, Title
OF OPERATIONS

[Signature]
Signature

12/02/05
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 19

B. BUSINESS ORGANIZATION/STRUCTURE

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

☒ Corporation: Date incorporated: 6 / 25 / 93 State of incorporation: DE

List the corporation's current officers.

President: Duane C. Woods

Vice President: Doug Corcoran

Secretary: Linda Smith

Treasurer: Cherie Rice

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

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

Waste Management Holdings,
Inc. (100%)

☐ Limited Liability Company: Date of formation: ____/____/____ State of formation: ____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

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

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES

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

☒ Yes ☐ No

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

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

☒ Yes ☐ No

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

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

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

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

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

C (1) Relationship between firm and associated firms.

USA Waste of California, Inc. is wholly-owned by Waste Management Holdings, Inc., which in turn is wholly-owned by Waste Management, Inc.

USA Waste of California, Inc. owns 100% of the stock of the following subsidiaries, which operate in the State of California:

Waste Management of Alameda County, Inc.
Antelope Valley Recycling and Disposal Facility, Inc.
Palo Alto Sanitation Company
Clayton-Ward Co., Inc.
Coast Waste Management, Inc.
Waste Management Recycling and Disposal Services of California, Inc.
Feather River Disposal, Inc.
Valley Garbage and Rubbish Co., Inc.
California Asbestos Monofill, Inc.
Waste Management Municipal Services of California, Inc.
Guadalupe Rubbish Disposal Co., Inc.
Azusa Land Reclamation, Inc.
Moor Refuse, Inc.
Redwood Landfill, Inc.
Anderson Landfill, Inc.
Nu-Way Live Oak Reclamation, Inc.
Liquid Waste Management, Inc.
Cal Sierra Disposal

USA Waste of California, Inc. is affiliated with several other subsidiaries of Waste Management, Inc. which operate in the State of California:

Waste Management of California, Inc.
GI Industries
Waste Management National Services, Inc.
Chemical Waste Management, Inc.
Waste Management Collection and Recycling, Inc.
Modesto Garbage Co., Inc.
Western Waste Industries
WM Energy Solutions, Inc.
WM Renewable Energy LLC
Reco Ventures LP
WM Recycle America, LLC

C (2) List of chief hauling districts held by USA Waste of California, Inc. as of November 2005 as a result of acquisition, merger or corporate consolidation.

Anderson Cottonwood Disposal 9592 Commercial Way Redding, CA 96002 MANAGER: Greg Johnson	North Valley Disposal 2569 Scott Avenue Chico, CA 95928 MANAGER: Doug Speicher
Atascadero Waste Alternatives 5835 Traffic Way Atascadero, CA 93422 MANAGER: Keith Ramsey	Paradise Solid Waste 951 American Way Paradise, CA 95967 MANAGER: Doug Speicher
BDC Disposal 766 Ayon Avenue Azusa, CA 91702 MANAGER: Walter Kutschal	Salinas Disposal Service 11240 Commercial Parkway Castroville, CA 95012 MANAGER: Jim Moresco
Blue Barrel Disposal 25772 Springbrook Road Saugus, CA 91350 MANAGER: Tom Curtis	San Gabriel USACA 13940 E. Live Oak Ave. Baldwin Park, CA 91706 MANAGER: Jim Moresco
Carmel Marina Corporation 11240 Commercial Parkway Castroville, CA 95012 MANAGER: Jim Moresco	Sonoma Marin Hauling 3400 Standish Avenue Santa Rosa, CA 95407 MANAGER: Bob Thornsberry
Central Valley Waste Services 1333 East Turner Road Lodi, CA 95241 MANAGER: Troy Todd	Stockton Scavengers Association 1240 Navy Drive Stockton, CA 95201 MANAGER: Alan MacIssaac
Coming Disposal 3281 Highway 99 West Coming, CA 96021 MANAGER: Greg Johnson	Sun Valley Hauling 9081 Tujunga Avenue Sun Valley, CA 91352 MANAGER: Jesus Gonzalez
El Dorado Disposal 4100 Throwita Way Placerville, CA 95667 MANAGER: Sue Farris	Sac Val Disposal 8971 Younger Creek Road Sacramento, CA 95828 MANAGER:
GI Industries - USACA 195 W. Los Angeles Ave. Simi Valley, CA 93094 MANAGER: Mike Smith	UWS of California 11240 Commercial Parkway Castroville, CA 95012 MANAGER: Jim Moresco
Hollister Disposal, 1601 Lana Way Hollister, CA 95023 MANAGER: John Delgado	Waste Management of Fresno 5608 So. Villa Ave. Fresno, CA 93725 MANAGER: Charlie Franklin
Inland Empire Hauling 800 S. Temescal St. Corona, CA 92879 MANAGER: Jim Gibbs	WM of Nevada County 11229 McCourtney Road Grass Valley, CA 95945 MANAGER: Tim Dodson
Green Valley Disposal Co. 573 University Avenue Los Gatos, CA 95030 MANAGER: Paul Michael	WM of Orange County USACA 2050 Glassell Orange, CA 92865 MANAGER: Jason Rose
Lassen Waste Systems 335 N. Main Street Alturas, CA 96101 MANAGER: Paul Payne	WM of San Diego 1001 Bradley Avenue El Cajon, CA 92020 MANAGER: Carl Scherbaum
Los Angeles Metro Hauling 1970 E. 213 th St. Long Beach, CA 90810 MANAGER: Mike Grim	WM of The Desert USACA 41-575 Eclectic St. Palm Desert, CA 92253 MANAGER: Frank Orlett
Napa Garbage Co. 820 Levitin Way Napa, CA 94559 MANAGER: Andrew Morris	Paradise Solid Waste 951 American Way Paradise, CA 95967 MANAGER: Doug Speicher

C (4) Name of corporation that holds the firm's licenses:

USA Waste of California, Inc.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

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

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

☒ Yes ☐ No

1. DISPOSAL CONTRACT, BUREAU OF SANITATION, ENDED IN JUNE 2000.

2. GREEN WASTE PROCESSING, BUREAU OF SANITATION, ENDED IN OCT 2004. (C-968865)

3. C-107485- URGENT GREEN WASTE PROCESSING. (C-92531)

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

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

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

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

☐ Yes ☒ No (SEE ATTACHMENT)

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

E (10) Circumstances surrounding instances of contract termination by governmental or private entity or individual.

There have been no material contract defaults involving the Bidder that have been the subject of contract termination. The Bidder has hundreds of thousands of contracts with private individuals and private entities and, as such, some may have been terminated prior to completion for a variety of reasons; however, the Bidder does not track such terminations in a centralized fashion.

F. DISPUTES

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

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No (SEE ATTACHED)

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

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☒ Yes ☐ No

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

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

☐ Yes ☒ No

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

F (13) Litigation

Matter Name	Status	Comments	Court	Case No.	Date Filed
Jerome Oubre v. Waste Management	Inactive	Breach of contract complaint by customer alleging irregular pickup service. Settled.	Los Angeles County Superior Court	BC241087	11/30/00
Evelyn Story v. USA Waste of California, Waste Management, et al.	Inactive	Complaint alleging discrimination and harassment on the basis of age, disability, and use of leave under CFRA. Settled.	Riverside County Superior Court	RIC358599	05/14/01
City of El Paso De Robles v. USA Waste of California, Inc., Jolon Road Landfill Corporation, Solis Engineering, Inc.	Inactive	WM operates Jolon Road Landfill under contract with the City of El Paso De Robles. The City's complaint alleged that WM's subcontractor improperly decommissioned a gas well, and sought to recover the City's cost of property decommissioning the well. Settled.	San Luis Obispo County Superior Court	CV010864	10/05/01
Martin, Donald v. El Dorado Disposal, et al.	Inactive	Wrongful termination matter. Settled.	El Dorado County Superior Court	PC20020049	01/30/02
Joe Merton, et al. v. Waste Management, Inc., Western Waste Industries, Western Refuse Hauling, Inc., USA Waste of California, Inc.	Inactive	Uncertified class action suit alleging overcharges for residential, commercial, and industrial customers in the City of Carson. Case was dismissed and plaintiffs' appeal denied.	Los Angeles County Superior Court	BC272347	04/19/02
Jarvis W. Baum, et al. v. USA Waste of California, Inc., dba C-Valley Waste Services, City of Lodi, et al.	Active	Suit alleging that CVWS trucks are leaking hydraulic fluid and oil, soiling city streets. Plaintiff seeks to recover for alleged damage to his property and property owned by the City.	San Joaquin County Superior Court	CV019024	10/30/02
Duncan, Sharon Bronson v. Waste Management, et al.	Inactive	Complaint for sexual harassment and gender discrimination. Settled.	Los Angeles County Superior Court	BC285086	11/12/02
Honeycutt, Peter L. v. USA Waste of California, Inc.	Inactive	Wrongful termination matter. Settled at mediation.	Napa County Superior Court	2622270	07/21/03
Berke, et al. v. Santa Clarita Disposal Company, Inc., Waste Management, Inc., et al.	Inactive	Uncertified class action lawsuit filed on behalf of all residential and commercial customers in Santa Clarita alleging breach of contract, unfair business practices and fraud. Dismissed.	Los Angeles County Superior Court	BC307080	12/03/03
Modesto Junk Company v. Waste Management of Arizona, Inc., Stockton Scavengers Assoc.	Inactive	Breach of contract dispute regarding the collection and delivery of scrap materials. Settled.	Stanislaus County Superior Court	348117	06/17/04
Ronald Haaff v. Waste Management, Inc., Waste Management of San Diego, et al.	Inactive	Complaint by former WWM driver seeking alleged unpaid wages.	San Diego County Superior Court	GIC 839330	12/15/04
Victor T. Robinson (in propria persona) v. USA Waste of California, Waste Management of Alameda County, Inc., et al.	Active	Allegations of racial discrimination and harassment in violation of FEHA Gov. Code § 12940; retaliation in violation of FEHA; violation of Civil Rights; intentional infliction of emotional distress.	Alameda County Superior Court	RG05199130	02/18/05
People of the State of California v. Waste Management, Inc., et al	Active	Misdemeanor criminal complaint alleging that El Dorado Disposal trucks littered on the public highways. The complaint also alleges various Business and Professions Code 17200 violations.	El Dorado County Superior Court	P05CRM0592	04/01/05

F (15) Liquidated damages.

Waste Management and its subsidiaries, including USA Waste of California, Inc., do not track liquidated damages, and as such, have no means by which to report any liquidated damages that may have been paid by the Bidder in the past five years. However, we are not aware of any material contract defaults involving the Bidder's 70+ locations that resulted in the payment of liquidated damages.

G (16) Compliance

As Waste Management's chief operating subsidiary in California, at times the 70+ locations of USA Waste of California, Inc. have been investigated, cited and/or assessed penalties in various regulatory matters. We include a five-year history of notices of violation from environmental agencies as well as certain labor and employment matters with government entities. We also include a five-year history of relevant matters from the on-line database maintained by the Occupational Health and Safety Administration. Our report includes information relating to facilities inherited by USA Waste of California, Inc. via corporate consolidation or acquired via asset purchase agreement. However, for many of the other types of laws, rules and regulations referenced in the City's request, we do not regularly or centrally track information.

G (16) Compliance - Environmental Matters

Date	Site Name	Nature of Violation	Issuing Agency
10/27/2000	Waste Transfer & Recycling	Alleged failure to control vectors.	
12/27/2000	Santa Fe Springs Hauling	Violation of underground fuel storage permit.	City of Santa Fe Springs Fire Dept.
1/8/2001	Fresno Transfer Station	Litter control requirements.	Fresno County
1/10/2001	Stockton Scavengers	Alleged exceedance of VOC emission rate.	San Joaquin Valley
11/15/2001	Carson Transfer Station	Discharge of waste water exceeding pH levels.	LA County Sanitation District
4/15/2002	Napa Garbage	Uncovered buckets containing solvents and coatings, missing air filters, use of coating exceeding VOC limit.	BAAQMD
12/5/2002	Orange County TS - USACA	Fugitive dust and particulate matter traveling beyond property line.	SCAQMD
2/24/2004	Carson Transfer Station	Discharge of waste water exceeding pH levels.	Sanitation Districts of LA County
3/17/2005	Carson Transfer Station	Allegation of odor nuisance.	SCAQMD
1/5/2005	Carmel Marina Corporation	Agency alleges building at CMC facility exceeds permitted square footage.	CIWMB
4/6/2005	Sac Val Disposal	Alleged stormwater control violations, including failure to maintain SWPPP on-site and failure to implement best management practices.	Sacramento Environmental Mgt. Dept.
5/18/2005	Sac Val Disposal	Alleged violation of stormwater regulations for failure to clean up absorbent and hydraulic fluid..	County of Sacramento
08/23/05	Inland Empire Hauling	Alleged failure to perform illegal dumping retrieval services.	LEA

G (16) Compliance - OSHA Inspections

Open Date	Inspection #	Site	Inspection Type
3/24/2004	300826898	WM of Sun Valley	Complaint
10/1/2003	120350210	WM of Nevada County	Unprog Rel
9/19/2003	120321609	WM of Sun Valley	Accident
9/5/2002	305471096	LA Metro Hauling	Accident
4/26/2002	3008577737	Rialto Portables	Complaint
11/10/2001	300762663	Carson Transfer Station	Accident
9/14/2001	300786951	WM of San Diego	Accident
9/7/2001	125749317	El Dorado Disposal	Complaint
9/6/2001	300762051	LA Metro Hauling	Accident
7/10/2001	300786522	WM of San Diego	Complaint
2/21/2001	119825685	Santa Fe Springs Hauling	Accident

G (16) Compliance - Labor and Employment Matters with Government Agencies

Facility	Claimant	Date	Agency	Nature of Claim
El Dorado Disposal	Operating Engineers Local 3	01/00/01	NLRB	Representation case.
El Monte Landfill	Operating Engineers Local 12	03/00/01	NLRB	Representation case.
Carroll Marina Hauling	Melvin Gipson	03/12/01	NLRB/CA DFEH	Alleged disability discrimination.
Vapa Garbage	Teamsters Local 490	10/25/01	NLRB	Representation case.
NM of The Inland Empire	Valencia	11/07/01	CA DFEH	Alleged FMLA violation.
Green Valley Disposal	Operating Engineers Local 3	02/01/02	NLRB	Representation case.
Golden State Debris	Teamsters Local 490	02/15/02	NLRB	Representation case.
Vapa Garbage	Teamsters Local 490	02/15/02	NLRB	Representation case.
El Dorado Disposal	Gail Capozzello	04/05/02	NLRB	Grievance relating to termination.
NM of Los Angeles	David Fuentes	04/22/02	CA Dept. Industrial Relations	Alleged unpaid rest periods.
Jax Portable Services	Leonard Rencher	05/00/02	CA Dept. Industrial Relations	Wage and hour claim.
Vapa Garbage	Teamsters Local 490	09/00/02	NLRB	ULPC # 20-CA-30492-1.
Blue Barrel Disposal	Sharon Duncan	09/03/02	CA DFEH	Sex harassment and discrimination claims.
Waste Transfer & Recycling	Aguayo and Contreras	11/00/02	NLRB	Arbitration regarding pay rates.
Hollister Disposal	Teamsters Local 350	11/26/02	NLRB	Representation case.
Lassen Waste Systems		01/00/03	NLRB	Representation case.
El Dorado Disposal	Operating Engineers Local 3	01/03/03	NLRB	Claim alleging unpaid trust fund and pension contributions.
NM of Nevada County	Operating Engineers Local 3	02/24/03	NLRB	Petition for election.
NM of Nevada County	Operating Engineers Local 3	03/20/03	NLRB	ULP Charge #20-CA-31140-1.
Vapa (Vallejo) Recycling	Teamsters Local 490	03/25/03	NLRB	Petition for election.
El Dorado Disposal	Hosie Houston	03/26/03	CA Dept. Industrial Relations	Alleged failure to pay "lead pay" and meal and rest period violations.
Vapa (Vallejo) Recycling	Teamsters Local 490	04/29/03	NLRB	ULP Charge #20-CA-31222-1.
Santa Clara	Pete Honeycutt	05/12/03	EEOC	Disability discrimination claim.
Salinas Disposal	Eleazar Perez	07/01/03	EEOC	Race and national origin discrimination claim.
Vapa Garbage	Benny Ruiz	07/21/03	NLRB	ULP Charge 20-CA-31386-1
NM of Los Angeles	Augustin Salazar	01/27/04	DFEH	Disability discrimination claim.
St. Louis Scavengers	Teamsters Local 439	03/10/04	NLRB	ULP Charge #32-CA-21242-1.
NM of Los Angeles	PGUD Local 396	04/20/04	NLRB	ULP Charge #21-CA-36254.
North Valley Disposal	Teamsters Local 137	04/22/04	NLRB	ULP Charge #20-CA-31860-1.
Hollister Disposal	Teamsters Local 350	12/08/04	NLRB	ULP Charge #32-CA-21766-1.
Vapa Garbage	Willie Densby	12/14/04	DFEH	Disability discrimination claim #E-200405-M-0936-00-p.
NM of The Inland Empire	Isidro Valdivia	02/22/05	NLRB	ULP Charge #31-CA-27226-1.
San Valley Hauling	Micheel Jackson-Metoyer	04/06/05	DFEH	Disability discrimination claim #E-200405-T-1776-0-pe.
El Dorado Disposal	Operating Engineers Local 3	05/00/05	NLRB	ULP Charges #20-CA-21936-1, 32-CA-21979, 32-CA-22017-1, 32-CA-22024-1.
Anderson Cottonwood Disposal	Feliz Luna	05/23/05	NLRB	ULP Charge #20-CA-32510.
NM of Los Angeles- South	Henry Bradley	09/14/05	DFEH/EEOC	Age discrimination claim #E-200506-T-0363-00-a.

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

☐ Yes ☒ No

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

H. BUSINESS INTEGRITY

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

DOUG CORCORAN, DIRECTOR OF
Print Name, Title OPERATIONS

Signature

12/02/05
Date

ATTACHMENT 12

SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 600 South Spring Street, Suite 1300, Los Angeles, California 90012. Phone: (213) 847-6480; Fax: (213) 847-5566.

City Department Awarding Agreement BUREAU OF SANITATION Department Contact Person JAVIER POLANCO (213) 473-7921

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, LARRY METTER, am authorized to bind contractually the Company identified below.

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

WASTE MANAGEMENT 9081 Tujunga Avenue (818) 252-3140 ; (818) 252-3249
Sun Valley CA 91352 (818) 767-6180 Phone Fax

Street Address City State Zip

3. Has the Company submitted the SDO Affidavit previously? NO ☒ YES Date of prior submission: JULY 29, 2004
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in 1993 (year). (PARENT COMPANY, WMI, WAS FOUNDED IN 1969.)

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on DECEMBER 1, 2005 at LOS ANGELES CA
(Date) (City) (State)

Signature: [Signature] Title: VICE PRESIDENT

DEFINITIONS - L.A. MARKET AREA

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

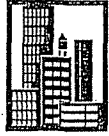
Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

ATTACHMENT 13

MUNICIPAL LOBBYING ORDINANCE



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

C-110742

*Amendment
No. 1*

Department:

Bureau of Sanitation

Name of Bidder:

USA Waste of California dba Waste Management

Phone:

818-252-3147

Address:

9081 Tujunga Avenue, Sun Valley CA 91352

Email:

dcorcoran@wm.com

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date:

07/15/2008

Signature:

Name:

Doug Corcoran

Title:

Director of Operations

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

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

which the party admits the violation, or otherwise exhibits evidence of having accepted such responsibility; or

- (2) mitigated the wrongdoing by taking prompt remedial or corrective action, then the City Ethics Commission may reduce the time period during which the above prohibition would apply to a period of not less than one year.

- H. **Contract Bidder Certification of Compliance With Lobbying Laws.**
Any bidder for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, on a form proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection. Each City department shall include a copy of the Municipal Lobbying Ordinance in each invitation for bids, request for proposals, request for qualifications or other solicitation related to entering into a contract with the City.

Attachment J - Sample Invoice/Payment Tracking System

Waste Management
El Sobrante Landfill
Invoice/Payment Tracking Log

CONTRACT NO. _____
VENDOR NO. _____
BTRC NO. _____
DISCOUNT TERMS: _____
ANALYST _____
EXPIRES 6/30/2011

FISCAL YR. _____
FUND NO. _____
DEPT. NO. _____
ACCT. NO. _____
LINE NO. _____

AFN NO.	INVOICE DATE	DATE RECD BY	ENCUMBRANCE	INVOICE #	EXPENDITURES	Y-T-D	MONTHS COVERED	MONTHLY AMT.	REFUSE TONNAGE	DATE TO ACCT/GSD	CHECK NO.	CHECK AMOUNT	DATE PAID	DISCOUNT	COMMENTS	TIP FEES	
328	07/15/06	08/04/06	\$200,000.00	004240-County	\$20,774.53	\$20,774.53	Jul-06	Refuse	452.21	08/10/06	763287	\$20,681.04	08/29/06	\$93.49		\$20,774.53	
	07/15/06	08/04/06	\$200,000.00	004240-County	\$46,614.72	\$67,389.25	Jul-06			08/10/06	763287	\$46,404.95	08/29/06	\$209.77		\$46,614.72	
	07/15/06	08/04/06	\$200,000.00	004240-County	\$741.43	\$68,130.68	Jul-06			08/10/06	763287	\$738.09	08/29/06	\$3.34		\$741.43	
	07/15/06	08/04/06	\$200,000.00	004240-County	\$1,662.68	\$69,793.36	Jul-06			08/10/06	763287	\$1,662.68	08/29/06	\$7.40		\$1,662.68	
	07/15/06	08/04/06	\$200,000.00	004241	\$3,024.93	\$72,816.29	Jul-06			08/10/06	763287	\$3,011.32	08/29/06	\$13.61		\$3,024.93	
339	07/31/06	08/09/06	\$200,000.00	004285-County	\$24,553.09	\$97,374.38	Jul-06		534.46	08/10/06	765499	\$24,442.60	09/01/06	\$110.49		\$24,553.09	
	07/31/06	08/09/06	\$200,000.00	004285-County	\$48,044.77	\$145,416.15	Jul-06			08/10/06	765499	\$47,833.57	09/01/06	\$211.20		\$48,044.77	
	07/31/06	08/09/06	\$200,000.00	004285-County	\$619.46	\$146,035.61	Jul-06			08/10/06	765499	\$618.67	09/01/06	\$2.79		\$619.46	
	07/31/06	08/09/06	\$200,000.00	004285-County	\$1,212.17	\$147,247.78	Jul-06			08/10/06	765499	\$1,208.72	09/01/06	\$3.45		\$1,212.17	
	07/31/06	08/09/06	\$200,000.00	004286	\$456.31	\$147,706.09	Jul-06			08/10/06	765499	\$456.25	09/01/06	\$2.66		\$456.31	
353	08/15/06	08/18/06	\$350,000.00	004331-County	\$0.00	\$147,706.09	Aug-06	Refuse	504.90	08/28/06	768542	\$23,090.73	09/12/06	\$104.38		\$23,195.11	
	08/15/06	08/18/06	\$350,000.00	004331-County	\$23,195.11	\$170,901.20	Aug-06			08/28/06	768542	\$45,183.72	09/12/06	\$204.26		\$45,397.97	
	08/15/06	08/18/06	\$350,000.00	004331-County	\$553.67	\$216,289.47	Aug-06			08/28/06	768542	\$551.18	09/12/06	\$2.48		\$553.67	
	08/15/06	08/18/06	\$350,000.00	004331-County	\$1,084.43	\$217,977.29	Aug-06			08/28/06	768542	\$1,079.54	09/12/06	\$4.88		\$1,084.42	
	08/15/06	08/18/06	\$350,000.00	004332	\$6,174.20	\$226,101.46	Aug-06			08/28/06	768542	\$6,157.02	09/12/06	\$56.78		\$6,174.20	
353	08/31/06	09/18/06	\$350,000.00	004378-County	\$23,932.90	\$250,034.36	Aug-06		520.99	08/19/06	768324	\$23,825.23	10/12/06	\$107.70		\$23,932.90	
	08/31/06	09/18/06	\$350,000.00	004378-County	\$57,052.53	\$307,086.89	Aug-06			08/19/06	768324	\$56,795.75	10/12/06	\$256.74		\$57,052.53	
	08/31/06	09/18/06	\$350,000.00	004378-County	\$207.30	\$307,911.27	Aug-06			08/19/06	768324	\$205.36	10/12/06	\$3.72		\$207.30	
	08/31/06	09/18/06	\$350,000.00	004378-County	\$1,972.38	\$309,883.65	Aug-06			08/19/06	768324	\$1,963.50	10/12/06	\$8.88		\$1,972.38	
	08/31/06	09/18/06	\$350,000.00	004377	\$9,549.07	\$318,433.72	Aug-06			08/19/06	768324	\$9,510.80	10/12/06	\$38.47		\$9,549.07	
353	09/15/06	09/20/06	\$150,000.00	004422-County	\$0.00	\$318,433.72	Sep-06	Refuse	405.39	10/03/06						\$18,627.67	
	09/15/06	09/20/06	\$400,000.00	004422-County	\$19,098.36	\$337,063.39	Sep-06			10/03/06						\$43,807.41	
	09/15/06	09/20/06	\$400,000.00	004422-County	\$43,807.41	\$380,870.80	Sep-06			10/03/06						\$527.45	
	09/15/06	09/20/06	\$400,000.00	004422-County	\$527.45	\$381,398.25	Sep-06			10/03/06						\$1,240.60	
	09/15/06	09/20/06	\$400,000.00	004422-County	\$1,440.80	\$382,839.05	Sep-06			10/03/06						\$5,190.28	
353	09/30/06	10/10/06	\$400,000.00	004468-County	\$5,170.20	\$387,829.13	Sep-06			10/10/06						\$19,086.36	
	09/30/06	10/10/06	\$400,000.00	004468-County	\$19,098.36	\$406,925.49	Sep-06		415.59	10/10/06						\$39,124.54	
	09/30/06	10/10/06	\$400,000.00	004468-County	\$33,124.54	\$440,050.03	Sep-06			10/10/06						\$873.17	
	09/30/06	10/10/06	\$400,000.00	004468-County	\$373.17	\$440,923.20	Sep-06			10/10/06						\$2,006.80	
	09/30/06	10/10/06	\$400,000.00	004468-County	\$2,006.80	\$442,930.00	Sep-06			10/10/06						\$2,019.16	
TOTALS: 500,000																1,432.97	0.00

CONTACT PERSON: _____
PHONE: _____
PHONE: _____
PHONE: _____

Attachment K – landfill operating agreement between USA Waste of California, Inc., and Riverside County as a public-private partnership

Attachment L – LANDFILL Permits

SOLID WASTE FACILITY PERMIT

Facility/Permit Number: Page 1 of 4

33-AA-0217

1. Name and Street Address of Facility:

El Sobrante Landfill
10910 Dawson Canyon Road
Corona, CA 92883-5020

3. Name and Mailing Address of Operator:

USA Waste Services of California, Inc.
10910 Dawson Canyon Road
Corona, CA 92883-5020

4. Name and Mailing Address of Owner:

USA Waste Services of California, Inc.
10910 Dawson Canyon Road
Corona, CA 92883-5020

5. Specifications:

a. Permitted Operations:

- | | |
|---|--|
| <input type="checkbox"/> Composting Facility (mixed wastes) | <input type="checkbox"/> Processing Facility |
| <input type="checkbox"/> Composting Facility (yard waste) | <input type="checkbox"/> Transfer Station |
| <input checked="" type="checkbox"/> Landfill | <input type="checkbox"/> Transformation Facility |
| <input type="checkbox"/> Material Recovery Facility | <input type="checkbox"/> Other: |

b. Permitted Hours of Operation: 24 hours per day, Monday through Sunday, except on recognized County holidays. The site may accept waste from 4:00 a.m. to 12:00 a.m. (Midnight), Monday through Sunday. For application of daily cover, the operating day will be from 3:00 a.m. Monday to 8:00 p.m. Saturday.

c. Permitted Tons per Operating Day:

Total:	10,000	Tons/Day
Non-Hazardous - General.....	10,000	Tons/Day
Non-Hazardous - Sludge.....	00	Tons/Day
Non-Hazardous - Separated or commingled recyclables.....	00	Tons/Day
Non-Hazardous - Other (See Section 14 of Permit).....	00	Tons/Day
Designated (See Section 14 of Permit).....	00	Tons/Day
Hazardous (See Section 14 of Permit).....	00	Tons/Day

Permitted Traffic Volume:

Total:	1305	Vehicles/Day
Incoming waste materials.....	1305	Vehicles/Day
Outgoing waste materials (for disposal).....		Vehicles/Day
Outgoing materials for material recovery operations.....		Vehicles/Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CIWMB validations):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (in acres)	1322 acres	495 acres	N/A	N/A	N/A	N/A
Site Capacity		184.93 million yd ³	N/A	N/A	N/A	N/A
Max. Elevation (Ft. MSL)		1832 ft				
Max. Depth (Ft. BGS)		170 ft				
Estimated Closure Date		2030				

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permits.

6. Approval:


Gary Root, Director

7. Enforcement Agency Name and Address:

Local Solid Waste Management Enforcement Agency for
Riverside County
4080 Lemon Street, 9th Floor
P.O. Box 1280
Riverside, CA 92502-1280

8. Received by CIWMB:

DEC 18 2003

9. CIWMB Concurrence Date:

JAN 13 2004

10. Permit Review Due Date:

Feb 04, 2009

11. Permit Issued Date:

Feb. 04, 2004

SOLID WASTE FACILITY PERMIT

Facility/Permit Number:

Page 2 of 4

33-AA-0217

Legal Description of Facility:

Section 26 and 23, Township 4 South, Range 6 West, San Bernardino Baseline and Meridian

13. Findings:

- a. The Countywide Integrated Waste Management Plan was approved by the CIWMB on 9/23/98. The location of the facility is identified on pages 4-17 of the Countywide Siting Element, pursuant to Public Resources Code, Section 50001(a).
- b. This permit is consistent with standards adopted by the CIWMB, pursuant to Public Resources Code, Section 44010.
- c. The design and operation of this facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Enforcement Agency.
- d. The Riverside County Fire Department has determined that the facility is in conformance with applicable fire standards as required by Public Resources Code, Section 44151.
- e. A project Environmental Impact Report (EIR), consisting of a Draft EIR, Final EIR, and an Update to the Final EIR, was prepared to evaluate the El Sobrante Landfill Expansion Project under the California Environmental Quality Act (CEQA). On September 1, 1998, the Riverside County Board of Supervisors adopted Resolution No. 98-275 certifying the project EIR (SCH #1990020076).
- f. A Notice of Determination was filed with the Governor's Office of Planning and Research on September 2, 1998, for the El Sobrante Landfill Expansion Project.
- g. Riverside County Board of Supervisors approved the Addendum to El Sobrante Landfill Expansion Project EIR (State Clearinghouse [SCH] No. 1990020076) on November 4, 2003, which finds that changes in the hours that define "operating day" in terms of daily cover do not cause new significant environmental impacts or increase the severity of previously identified impacts in the EIR.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, sewage sludge in any form, incinerator ash or other wastes requiring special treatment or handling, except as identified in the Joint Technical Document and as approved by the enforcement agency and other federal, state and local agencies.

New operations may not begin without prior submittal of amendments to the JTD, the permit is revised or modified, and/or written approvals are received from the enforcement agency and other appropriate agencies.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document and Amendments	7/2001	Prelim. Closure and Postclosure Maintenance Plan	4/2001
Waste Discharge Requirements Order No. 01-53	7/2001	Closure Financial Assurance Documentation	9/2000
SCAQMD Permit to Operate #F33202,F24059,F27625	2000	Operating Liability Certification	4/2000
Environmental Impact Report (SCH #90020076) Draft EIR Final EIR Update to Final EIR	4/94 4/96 7/98	Land Use and/or Conditional Use Permit	Not required
Mitigation Monitoring Program	8/98	Second El Sobrante Landfill Agreement	9/98

SOLID WASTE FACILITY PERMIT

Facility/Permit Number:

Page 3 of 4

33-AA-0217

Self Monitoring:

The results of all self monitoring programs shall be reported as follows:

(Note: monitoring reports are due within 45 days after the end of the reporting period. For example, 1st quarter = January – March, the report is due by May 15, etc. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)

Program	Reporting Frequency	Agency Reported To
Maintain daily records of the types and quantities of municipal solid waste received each day. Daily records shall be available to the EA upon request. For reporting purposes, the quarterly report shall provide, in tons, the monthly total of waste received and the peak daily load received during the quarter.	Quarterly (May 15, Aug 15, Nov 15, Feb 15)	Enforcement Agency
Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Quarterly	Enforcement Agency
Maintain daily records of the number and types of vehicles using the facility per day. Daily records shall be available to the EA upon request. For reporting purposes, the quarterly report shall provide the monthly total of the number of vehicles that used the facility during the quarter.	Quarterly	Enforcement Agency
Records of all written complaints by the public regarding this facility and the operator's actions taken to resolve these complaints.	Quarterly	Enforcement Agency
Results of the landfill gas monitoring program.	Quarterly	Enforcement Agency
Wet weather preparedness report/winter operations plan.	Annual – due by <u>November 1</u>	Enforcement Agency
Fill sequencing plan for the forthcoming year.	Annually – Feb 15	Enforcement Agency
Remaining site capacity.	Annually – Feb 15	Enforcement Agency

SOLID WASTE FACILITY PERMIT

Facility/Permit Number:

Page 4 of 4

33-AA-0217

17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted daily tonnage for disposal for this facility is 10,000 tons per day, and shall not receive more than this amount without a revision of this permit.
- e. Two different criteria will be used to determine the frequency of daily cover placement.
 1. 24 Hour Continuous Operation: When the landfill is conducting 24-hour operations at the working face of the landfill, daily cover will be placed on any disposed waste that will not receive new waste within a 12-hour period.
 2. All Other Operations: When the landfill is operating less than 24-hour per day, daily cover will be placed on the disposed waste at the end of each working day. When earthen daily cover is applied, the working face is sloped and covered with soil to reduce the amount of infiltration into the waste from precipitation and the associated surface water runoff. The daily cover will be compacted to six inches by heavy equipment.
- f. This permit is subject to review by the EA and may be suspended, revoked, or modified at any time for sufficient cause.
- g. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- h. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change not authorized by the permit without first submitting a written notice of the proposed change, in the form of a JTD amendment, to the EA at least 150 days in advance of the change.
- i. A copy of this permit shall be maintained at the facility.

Attachment M – Parent Company Guarantee

C-11 Americans with Disabilities Act (ADA)

**** CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT ****

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative contracts) and that all sub-recipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

CONTRACT NUMBER N/A (REMOTE DISPOSAL RFP)

CONTRACTOR/BORROWER/AGENCY

WASTE MANAGEMENT

Name and Title of Authorized Representative

LARRY METTER, VICE PRESIDENT

L.A. MARKET AREA

SIGNATURE

DATE

DECEMBER 1, 2005

Performance Bond Information



McGRIFF, SEIBELS & WILLIAMS OF TEXAS

10175 Richmond Ave., Suite 1700 • Houston, Texas 77042-4143 • TEL - (713) 877-8975 • FAX - (713) 877-8974

December 1, 2005

Doug Corcoran
USA Waste of California, Inc.
9081 Tujunga Avenue
Sun Valley, CA 91352

RE: Bid Bond - City of Los Angeles Bureau of Sanitation Solid Resources Collection Division
Bid Date: December 2, 2005

Please find enclosed your requested surety bond. In addition, please be advised this document was approved contingent upon the Surety Company's annual bond form being used to execute the final bond should contract be awarded.

Should you have any questions, please feel free to give us a call.

Regards,

Mary Ann Garcia
Senior Account Service Representative



CHUBB GROUP OF INSURANCE COMPANIES
A DIVISION OF FEDERAL INSURANCE COMPANY

1330 Post Oak Boulevard, Suite 2400, Houston, Texas 77056-3031
Phone: (713) 287-4800 / Facsimile: (713) 287-4865

December 2, 2005

City of Los Angeles Bureau of Sanitation
Solid Resources Collection Division
419 S. Spring Street, Suite 800
Los Angeles, CA 90013

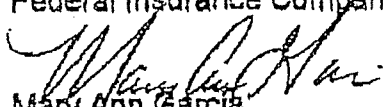
Re: Principal: USA Waste of California, Inc.
Bid Date: December 2, 2005
Description: Disposal and/or transfer services for residual municipal refuse
disposal at solid waste facilities located outside the city limits

Dear Sir/Madam:


We, the Federal Insurance Company, hereby agree that in the event an award is made to the USA Waste of California, Inc., on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary \$500,000.00 Performance/Payment Bond that may be required.

Sincerely,

Federal Insurance Company


Mary Ann Garcia
Attorney-in-Fact

attachment



TERRORISM RIDER

NOTICE - FEDERAL TERRORISM INSURANCE COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the terms of the Terrorism Risk Insurance Act of 2002 ("the Act"), will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond. The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00.

COVERAGE LIMITATIONS

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.



**Chubb
Surety**

ATTORNEY

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07058**

Know All By These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Marc W. Boots, Mary Ann Garcia, Joy Hajovsky, Vickie Lacy, Misty Meehan, P. T. Osburn, Stephen R. Smith and Amy Sustaire** of Houston, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **28th** day of **July, 2005**

Kenneth C. Wendel, Assistant Secretary

T. W. Cavanaugh, Vice President

STATE OF NEW JERSEY
County of Somerset

On this **28th** day of **July, 2005** before me, a Notary Public of New Jersey, personally came **Kenneth C. Wendel**, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Kenneth C. Wendel**, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney and such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with **T. W. Cavanaugh**, and knows him to be Vice President of said Companies; and that the signature of **T. W. Cavanaugh**, subscribed to said Power of Attorney is in the genuine handwriting of **T. W. Cavanaugh**, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009**

Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or photographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, **Kenneth C. Wendel**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- the foregoing extract of the By-Laws of the Companies is true and correct,
- the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

28th

day of **December, 2005**



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE. OR BY

Telephone (908) 903-3483

Fax (908) 903-3856

e-mail: surety@chubb.com

**DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

RFP/RFP Title: Request for Proposals (RFP) for Disposal/Transfer Services Outside the City Limits

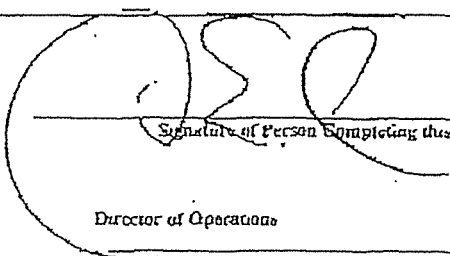
Proposer: USA Waste of California dba Waste Management	Address: 9081 Tujunga Ave., Sun Valley, CA 91352
Contact Person: Lily Lee/Doug Concoran	Phone/Fax: (818)252-3106/Fax (818)252-3147

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
M&M Hollywood 7045 Hollywood Blvd. Los Angeles, CA 90028 (323)830-5300	Bulk Mail Services	OBE	-----	\$9,800.00
Environmental Compliance 171 Pier Avenue, Suite 337 Santa Monica, CA 90405	Environmental Consulting (Air)	WBE	9426	\$58,500.00
PIP of Sun Valley 8422 Sanland Blvd. Sun Valley, CA 91352 (818) 768-0550	Printing Services	OBE	-----	\$16,200.00

PERCENTAGE OF MBE/WBE PARTICIPATION

	RELEASE	PERCENT
TOTAL MBE AMOUNT	\$0.0	0.0 %
TOTAL WBE AMOUNT	\$58,500.00	12.67%
BASE BID AMOUNT	\$21,924,000.00	


Signature of Person Completing this Form

Director of Operations

7/28/06

Title

Date

MUST BE SUBMITTED WITH PROPOSAL

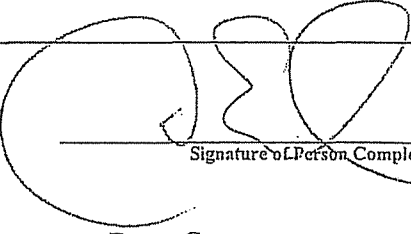
**MBE/WBE/OBE
SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

RFP/RFQ Title: Amendment to Contract 110742 for Disposal of City Waste

Proposer USA Waste of California dba Waste Management's El Sobrante Landfill	Address 9081 Tujunga Avenue Sun Valley, CA 91352
Contact Person Doug Corcoran	Phone: (818) 252-3147 Fax: (818) 252-3249

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
Mail & More on Hollywood 7095 Hollywood Blvd, LA CA 90028 (323) 850-5300	Bulk mail services	OBE	None	\$9,800.00
Environmental Compliance Solutions 171 Pier Avenue, #337, SM CA 90405 (310) 664-1396	Environmental Consulting (Air)	WBE	9426	\$61,300.00
PIP Printing of Sun Valley 8422 Sunland Blvd, SV, CA 92352 (818) 768-0550	Printing Services	OBE	None	\$16,200.00

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 0.00	--- %
TOTAL WBE AMOUNT	\$61,300	0.27%
BASE BID AMOUNT	\$22,947,380.00 is original amount plus Amendment No.1	



Signature of Person Completing this Form

Doug Corcoran
Director of Operations

July 14, 2008

Title Date

MUST BE SUBMITTED WITH PROPOSAL

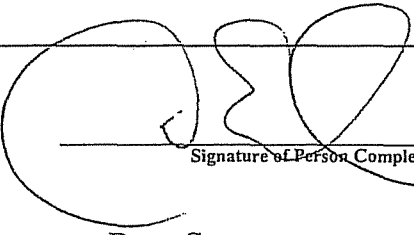
**MBE/WBE/OBE
SUBCONTRACTORS INFORMATION FORM
SCHEDULE A**

RFP/RFQ Title: Amendment to **Contract 110742** for Disposal of City Waste

Proposer USA Waste of California dba Waste Management's El Sobrante Landfill	Address 9081 Tujunga Avenue Sun Valley, CA 91352
Contact Person Doug Corcoran	Phone: (818) 252-3147 Fax: (818) 252-3249

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/ WBE/ OBE	CALTRANS/ CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
Mail & More on Hollywood 7095 Hollywood Blvd, LA CA 90028 (323) 850-5300	Bulk mail services	OBE	None	\$9,800.00
Environmental Compliance Solutions 171 Pier Avenue, #337, SM CA 90405 (310) 664-1396	Environmental Consulting (Air)	WBE	9426	\$61,300.00
PIP Printing of Sun Valley 8422 Sunland Blvd, SV, CA 92352 (818) 768-0550	Printing Services	OBE	None	\$16,200.00

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 0.00	--- %
TOTAL WBE AMOUNT	\$61,300	0.27%
BASE BID AMOUNT	\$22,947,380.00 is original amount plus Amendment No.1	



Signature of Person Completing this Form

Doug Corcoran
Director of Operations

July 14, 2008

Title Date

MUST BE SUBMITTED WITH PROPOSAL

**DEPARTMENT OF PUBLIC WORKS
MBE/WBE/OBE UTILIZATION PROFILE
SCHEDULE B**

Project Title DISPOSAL SERVICES FOR CITY WASTE AT WASTE MANAGEMENT'S EL SOBRANTE LANDFILL IN CORONA, CA		Contract No: 110742
Consultant USA Waste of California Inc., dba Waste Mgt	Address Waste Management El Sobrante Landfill 10910 Dawson Cyn Rd, Corona, CA 92883	
Contact Person Daron Defrates, Prj Mgr Lily Lee on Sch Bs	Phone/Fax Daron @ 951-277-5104 Lily @ 818-252-3106	

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)
Total: \$21,924,000.00 \$4,423,800.00/year	# 373,780.71	# 6,352,795.55

MBE/WBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/ WBE/ OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE
Mail and More on on Hollywood	OBE	\$9,800.00; \$1,360.00/yr	0	0	—
PIP Printing of Sun Valley	OBE	\$16,200.00; \$3,240.00/yr	0	0	—
Environmental Compliance Solutions	WBE	\$58,500.00; \$13,700.00/yr	0	0	—
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CURRENT PERCENTAGE OF MBE/WBE PARTICIPATION			06/09/2008 Signature of Person Completing this Form Lily Y. Lee Public Affairs Manager Title _____ Date _____
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION TO DATE	\$ 0	— %	
TOTAL WBE PARTICIPATION TO DATE	\$ 0	— %	

MUST BE SUBMITTED WITH EACH INVOICE