

0150-07998-0002

**TRANSMITTAL**

TO  
The Council

DATE  
JUL 12 2013

COUNCIL FILE NO.  
13-0884

FROM  
The Mayor

COUNCIL DISTRICT  
All

**Supplemental Agreement to Contract No. 110742 with  
USA Waste of California, Inc. dba Waste Management El Sobrante Landfill  
For Landfill Disposal Services for City Waste**

Approved and forwarded for your consideration.  
See the City Administrative Officer report attached.



(Ana Guerrero)  
for MAYOR

MAS:WKP:06130126t

BY \_\_\_\_\_  
DEPUTY  
M.V.  
CITY CLERK

2013 JUL 15 AM 11:16

RECEIVED  
CITY CLERK'S OFFICE

**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: 07-08-13	C.D. No. All	CAO File No.: 0150-07998-0002				
Contracting Department/Bureau: Public Works/Sanitation		Contact: Rowena Romano, (213) 485-3626					
Reference: Transmittal from the Board of Public Works dated June 19, 2013; referred for report on June 19, 2013.							
Purpose of Contract: To provide landfill disposal services of City waste.							
Type of Contract: ( ) New contract (X) Amendment		Contract Term Dates: Two years, from January 1, 2012 through December 31, 2013.					
Contract/Amendment Amount: \$10,000,000							
Proposed amount \$10,000,000 + Prior award(s) \$23,263,242 = Total \$33,263,242							
Source of funds: Solid Waste Resources Revenue Fund No. 508							
Name of Contractor: USA Waste of California, Inc. dba Waste Management El Sobrante Landfill							
Address: 9081 Tujunga Avenue, Sun Valley, CA 91352							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested			X	d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 5%				*N/A = not applicable ** Contracts over \$100,000			

**COMMENTS**

In accordance with Executive Directive No. 3, the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), is requesting authority to execute the proposed Supplemental Agreement to Contract No. 110742 with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill (Contractor) to provide landfill disposal services of City waste. The proposed Supplemental Agreement will extend the term of the contract for an additional two years, from five years to seven years, and increase the maximum allowable compensation by an additional \$10.0 million, from \$23.3 million to \$33.3 million.

On June 21, 2005, the Council (C.F. 05-1179) stated its desire to divert 600 tons per day (tpd) of City waste from Sunshine Canyon Landfill. Subsequently, the Bureau issued a Request for Proposals, conducted a competitive bid process, and on September 22, 2006, the Council (C.F. 05-1179-S7) authorized the Bureau to execute Contract No. 110742 with the Contractor to provide disposal services for City waste at El Sobrante, Palmdale, and Lancaster landfills for a five-year term. On July 29, 2009, the Council (C.F. 09-1577) authorized the Bureau to execute the First Amendment to Contract No. 110742 to allow for the disposal of private waste from the recently acquired Central Los Angeles Recycling and Transfer Station (CLARTS). On December 31, 2011, the term for Contract No. 110742 expired and the Board authorized the Bureau to extend the contract on a month-to-month basis until a new contract can be executed. The Bureau has completed the selection process for the new contract and the execution of the new contract is pending Board, Mayor, and Council approval. The Supplemental Agreement is required to continue these services until the new contract is executed.

 WWP	Analyst	06130126	 Assistant CAO	 City Administrative Officer
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The Supplemental Agreement will not change the scope of work, but will increase the term by two years, increase the contract ceiling by \$10.0 million, and incorporate revised and new contracting ordinances that were adopted by Council. The original contract did not include a contract ceiling and total compensation was based on total tonnage levels. The total expenditures under the original five-year contract were \$23,263,242 or an average of \$4,652,648 per year. The Supplemental Agreement will also not impact the calculation of the monthly service fee. Under the terms of the original contract, the monthly service fee is a sum of the operating fees, taxes, and any other costs incurred in the delivery of services. The service fee will continue to be adjusted annually to reflect changes in the Consumer Price Index. The Supplemental Agreement also allows the City to terminate the contract if the City is able to execute new contracts for these services before the expiration of the two-year term.

The Contractor has continued to comply with all City contracting ordinances and requirements. At the request of the Bureau, the Contractor has provided services after the expiration of the contract and the execution of the Supplemental Agreement is required to ratify the services that have been provided to date. In accordance with Los Angeles Administrative Code Section 10.5 (a), the execution of the proposed Supplemental Agreement requires Council approval as the term of the contract will exceed three years.

## **RECOMMENDATION**

That the Council authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Supplemental Agreement to Contract No. 110742 with USA Waste of California, Inc. dba Waste Management El Sobrante Landfill to provide landfill disposal services of City waste for a period of two years, retroactively from January 1, 2012 through December 31, 2013, at a cost not to exceed \$10.0 million, subject to City Attorney approval as to form.

## **FISCAL IMPACT STATEMENT**

There is no General Fund impact as sufficient funds are available from the Solid Waste Resources Revenue Fund to support the 2012-13 and 2013-14 costs of the proposed Supplemental Agreement. The recommendation in this report complies with the City's Financial Policies as ongoing revenue will support ongoing expenditures.



# CITY OF LOS ANGELES

CALIFORNIA



2013 JUN 21 10:09:23

CITY ADMINISTRATIVE SERVICES

## 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

ARLEEN P. TAYLOR  
EXECUTIVE OFFICER

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

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MAYOR

June 19, 2013

#2 BOS/BCA

Mayor Antonio R. Villaraigosa  
Room No. 305  
City Hall  
Attn: Mandy Morales

Subject: AUTHORITY TO EXECUTE A SUPPLEMENTAL AGREEMENT TO PERSONAL SERVICES CONTRACT C-110742 BETWEEN THE CITY OF LOS ANGELES AND USA WASTE OF CALIFORNIA INC. DBA WASTE MANAGEMENT EL SOBRANTE LANDFILL FOR DISPOSAL SERVICES FOR CITY WASTE

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 and forwarding to the City Council for approval and authorization to execute a Supplemental Agreement to Personal Services Contract with USA Waste of California Inc. dba Waste Management El Sobrante Landfill for disposal services for City waste.

### FISCAL IMPACT

Funds may be drawn from Fund 508 (Solid Waste Resources Revenue Fund), Fund 509 (Revenue Certificates of Participation Sanitation Equipment Acquisition Fund), or any established Solid Waste Resources Revenue Bond funds, at the discretion of the Director of the Bureau of Sanitation or appointed designee.

Respectfully submitted,

Arleen P. Taylor, Executive Officer  
Board of Public Works

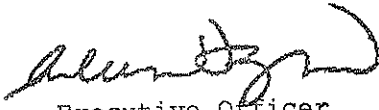
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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION  
JOINT BOARD REPORT NO. 2  
JUNE 19, 2013

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
JUN 19 2013

  
Executive Officer

AUTHORITY TO EXECUTE A SUPPLEMENTAL AGREEMENT TO PERSONAL SERVICES CONTRACT C-110742 BETWEEN THE CITY OF LOS ANGELES (CITY) AND USA WASTE OF CALIFORNIA INC. dba WASTE MANAGEMENT EL SOBRANTE LANDFILL FOR DISPOSAL SERVICES FOR CITY WASTE

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### RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council, with the request that the Board of Public Works (Board) be authorized to execute a Supplemental Agreement with USA Waste of California Inc. dba Waste Management El Sobrante Landfill for disposal services for City waste;
2. Upon the Mayor's and the Council's approval, the President or two (2) members of the Board will execute the Supplemental Agreement;
3. Return the executed Supplemental Agreement to the Bureau of Sanitation (Bureau) for further processing. (Contact Nicoleta Serbanescu, SRSSD at (213) 485-3592 for pick-up)

### TRANSMITTALS

1. Copy of the Adopted Board Report, dated August 18, 2006, granting authority to award and execute a Personal Services Contract with USA Waste of California Inc. dba Waste Management El Sobrante Landfill.
2. Copy of the Personal Services Contract C-110742 between the City and USA Waste of California Inc. dba Waste Management El Sobrante Landfill.
3. Copy of the Personal Services Contract C-110742 Amendment 1 between the City and USA Waste of California Inc. dba Waste Management El Sobrante Landfill.
4. Copy of the Board adopted Month-to-Month Motion dated November 16, 2011.
5. Copy of the Supplemental Agreement to the Personal Services Contract C-110742 between the City and USA Waste of California Inc. dba Waste Management El Sobrante Landfill.

## DISCUSSION

### **Background**

On October 14, 2005, the Board authorized the Bureau to advertise and distribute a Request for Proposals (RFP) for disposal and/or transfer services for City waste. Three (3) responsive proposals were received from USA Waste of California, Inc. dba Waste Management, MDSI of LA, and Southern California Disposal. USA Waste of California, Inc. dba Waste Management El Sobrante Landfill was deemed to be a qualified proposer for disposal of City waste outside of City limits as determined through the evaluation criteria of the RFP.

On August 18, 2006, the Board approved and forwarded a report to the Mayor and the City Council with the request that the Board be authorized to execute and award a five (5) year personal services contract with no renewal options to USA Waste of California, Inc. dba Waste Management El Sobrante Landfill to provide required services for the disposal of City waste (Transmittal No 1).

On October 19, 2006, Contract C-110742 was executed with an expiration date of December 31, 2011. (Transmittal No. 2) On October 5, 2009, the scope of work in Contract C-110742 was amended without any changes to the expiration date of the agreement.(Transmittal No. 3). On December 31, 2011, Contract C-110742 expired. Prior to contract expiration, on November 16, 2011, Contract C-110742 was extended on a month-to-month basis until new contracts could be fully executed (Transmittal No. 4). However, with new guidelines received from the Office of the Controller, the Bureau is processing a Supplemental Agreement to extend the contract by two (2) years and increase the cost ceiling by \$10,000,000 (Transmittal No. 5).

On February 8, 2012, the City released a Request for Proposals (RFP) for Processing/Disposal Services for Residual Municipal Solid Wastes (MSW) in order to award new contracts to replace the services provided through Contract C-110742. On May 30, 2012, the City received five (5) proposals, of which four (4) were deemed responsive to the Business Inclusion Program (BIP) requirements. The four (4) responsive proposals were from CR&R, Inc., MDSI of LA (Waste Connections), San Bernardino County, and USA Waste of California dba Waste Management. Fully executed contracts are pending Board of Public Works, Mayor's Office, and City Council approvals.

USA Waste of California dba Waste Management El Sobrante Landfill has demonstrated the necessary qualifications to perform the services specified in the original contract and any subsequent amendments. Waste Management has performed the required services in a competent and satisfactory manner.

In order to continue providing the City's residents with uninterrupted, critical and essential solid waste disposal services, it is the City's desire to retain USA Waste of California dba Waste Management El Sobrante Landfill to provide the required professional and technical services specified in the original contract and any subsequent amendments.

**MBE/WBE/OBE Subcontractor Outreach Program**

In the original contract, USA Waste of California dba Waste Management El Sobrante Landfill pledged 0% MBE, 0.27% WBE, and 0.12% OBE. Under Amendment No. 1 of the contract, USA Waste of California dba Waste Management El Sobrante Landfill pledged 0% MBE, 0.27% WBE, and 0.11% OBE. As of December 31, 2013 USA Waste of California dba Waste Management El Sobrante Landfill has achieved 0% MBE, 0.15% percent WBE, and 0% OBE.

The achieved MBE/WBE/OBE subcontractor participation levels for USA Waste of California dba Waste Management El Sobrante Landfill as of December 31, 2012 is shown below.

Gender/Ethnicity

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

SUBCONTRACTOR	MBE/WBE/OBE	Gender/Ethnicity	% of Contract Amount Invoiced	Subcontract Amount Invoiced
Environmental Compliance Solution	WBE	F/C	0.15%	\$42,718.08
Mail and More on Hollywood	OBE		0.0%	\$0.00
PIP Printing of Sun Valley	OBE		0.0%	\$0.00
<b>TOTAL MBE Participation</b>			0.0%	\$0.00
<b>TOTAL WBE Participation</b>			0.15%	\$42,718.08
<b>TOTAL OBE Participation</b>			0.0%	\$0.00
<b>TOTAL MBE/WBE/OBE Participation</b>			0.15%	\$42,718.08
<b>TOTAL Invoiced Amount (as of December 31, 2012)</b>				\$28,032,989.98

The achieved WBE percentage is below the pledged percentage because the subcontractor has completed the work under budget, and the subcontractor does not perform the air monitoring work that is now required at the landfill. The achieved OBE percentages are below pledged percentages because the Contractor has not needed to print and mail their newsletter as anticipated since they began sending electronic-newsletters (e-newsletters) shortly after the contract was executed.

The Contractor's updated Schedule A reflects the achieved participation levels up to December 31, 2012, plus the anticipated participation levels for the remaining term from January 1, 2013 to December 31, 2013.

SUBCONTRACTOR	MBE/WBE/ OBE	Gender/ Ethnicity	% of Contract Amount	Anticipated Subcontract Amount
Environmental Compliance Solution	WBE	F/C	0.13%	\$42,718.08
Mail and More on Hollywood	OBE		0.0%	\$0.00
PIP Printing of Sun Valley	OBE		0.0%	\$0.00
<b>TOTAL MBE Participation</b>			0.0%	\$0.00
<b>TOTAL WBE Participation</b>			0.13%	\$42,718.08
<b>TOTAL OBE Participation</b>			0.0%	\$0.00
<b>TOTAL MBE/WBE/OBE Participation</b>			0.13%	\$42,718.08
<b>TOTAL Anticipated Amount to December 31, 2013</b>				\$33,263,242

**Other Policies and Compliance**

The Contractor is current with all insurance requirements and has provided the following documents:

- Non-Discrimination/Equal Employment Opportunity /Affirmative Action Practice
- Living Wage Ordinance
- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligation Ordinance
- Americans with Disabilities Act
- Service Contractor Worker Retention Ordinance
- Slavery Disclosure Ordinance
- Contract History
- Non-collusion Affidavit
- LA Residence Information
- Municipal Lobbying Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restriction
- First Source Hiring Ordinance

**Term and Value of Contracts**

The term of the Supplemental Agreement with USA Waste of California Inc. dba Waste Management El Sobrante Landfill will be for two (2) years, effective from January 1, 2012 to December 31, 2013. The additional cost for the extended term of this Agreement is based upon work by the Contractor at the request of the City. The cost to fund the additional two (2) years will not exceed \$10,000,000.

The term of the Supplemental Agreement may be terminated by the City if a new contract for similar services is fully executed before December 31, 2013.

As of the expiration of the contract on December 31, 2011, the total expenditures under this contract were \$23,263,242. The additional two (2) years would bring the total contract ceiling for the entire seven (7) year period to \$33,263,242.

**Contractor Responsibility Ordinance**

The Contractor is 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.C.C.]. Failure to comply with requirements specified in this Ordinance will render the bidder's contract subject to termination pursuant to the conditions expressed therein.

**Contractor Performance Evaluation Ordinance**

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City Personnel responsible for the quality control of this Personal Services Contract shall submit Contractor Performance Evaluation Reports to the City Administrative Officer (CAO) upon completion of this contract.

**Contract Administration**

Responsibility for administration of this contract will be with the Solid Resources Support Services Division, Bureau of Sanitation.

**Headquarters and Work Force Information**

The headquarters of USA Waste of California Inc. dba Waste Management El Sobrante Landfill is located at 9081 Tujunga Avenue, Sun Valley, California 91352. USA Waste of California Inc. has 950 employees in the Southern California region of which 5% resides within the City of Los Angeles.

**City Attorney Review**

The proposed supplemental agreement has been approved as to form by the Office of City Attorney.

STATUS OF FINANCING

Funds may be drawn from Fund 508 (Solid Waste Resources Revenue Fund), Fund 509 (Revenue Certificates of Participation Sanitation Equipment Acquisition Fund), or any established Solid Waste Resources Revenue Bond funds, at the discretion of the Director of the Bureau of Sanitation or appointed designee.

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

The following funding has been verified and approved by the Director of the Office of Accounting subject to the conditions described above:

Fund No. *	Appropriation Unit	Budget FY	Contract	Contingencies	Total
508	50JX82	12-13	\$5,000,000	\$0.00	\$5,000,000
TBD	TBD	13-14	TBD	TBD	TBD

\*To be determined by the Director of the Bureau of Sanitation or appointed designee.

COMPLIANCE REVIEW PERFORMED  
 AND APPROVED BY:

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

APPROVED AS TO FUNDS:

Victoria A. Santiago  
 VICTORIA A. SANTIAGO, DIRECTOR  
 Office of Accounting  
 Date: 6/11/13

Respectfully submitted,

Enrique C. Zaldivar  
 ENRIQUE C. ZALDIVAR, Director  
 Bureau of Sanitation

John L. Reamer Jr.  
 JOHN L. REAMER JR., Director  
 Bureau of Contract Administration

TRANSMITTAL 1

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

  
Secretary

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO. 1

AUGUST 18, 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 - (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
<b>Total MBE Pledged Participation</b>			<b>0.00%</b>	<b>\$0.00</b>
<b>Total WBE Pledged Participation</b>			<b>0.27%</b>	<b>\$58,500.00</b>
<b>Total OBE Pledged Participation</b>			<b>0.12%</b>	<b>\$26,000.00</b>
<b>Total Contract</b>				<b>\$21,924,000.00</b>

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

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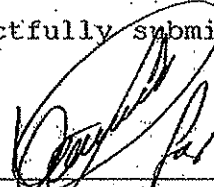
COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



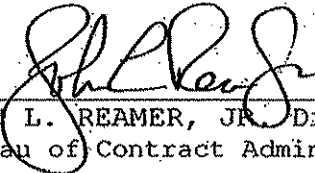
HANNAH CHOI, Program Manager  
Office of Contract Compliance  
Bureau of Contract Administration

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

Respectfully submitted,



RITA L. ROBINSON, Director  
Bureau of Sanitation



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

TRANSMITTAL 2

CONTRACT NO. (C - 110 742)

**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**

**2006**

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

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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

ATTACHMENTS

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

THIS AGREEMENT is made and entered into as of the 16<sup>th</sup> day of Oct, 2006 (hereinafter referred to as the "CONTRACT DATE") 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 Sobrante 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, the Board of Public Works authorized release of a Request for Proposals in August of 2005 for the disposal of its CITY waste at landfills other than Sunshine canyon Landfill; and

WHEREAS, the 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 authorized 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 this 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;

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 hereto as follows:



ARTICLE 1 - SECTION HEADINGS

The section headings appearing herein are for convenience only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this AGREEMENT.

ARTICLE 2 - DEFINITIONS

It is understood that the following words and phrases used herein, shall have the meaning set forth in ARTICLE 2 opposite the same:

ACCEPTED	(or accept or other variation thereof) with respect to CITY WASTE delivered by the CITY, a load is accepted when it is deposited at the LANDFILL.
AGREEMENT	This AGREEMENT, including all Attachments appended hereto, between the CITY and the CONTRACTOR.
APPLICABLE LAW	All statutes, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county and local government authorities and agencies having applicable jurisdiction, that apply to or govern the LANDFILL or the performance of the CONTRACTOR'S and CITY'S respective obligations under this AGREEMENT.
BOARD	The Board of Public Works of the CITY.

CALENDAR DAY	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.
CHANGE IN LAW	Shall mean changes in APPLICABLE LAW and other unanticipated events imposed by a regulatory body or jurisdiction over the LANDFILL which could increase the CONTRACTOR's cost of performing the services under this AGREEMENT.
CITY	The CITY of Los Angeles, BOARD or its subordinate bureaus.
CITY WASTE	Waste collected by the CITY and/or specified transportation contractors and/or other Departments of the CITY of Los Angeles specifically designated by the CITY for inclusion in this AGREEMENT excluding HOUSEHOLD HAZARDOUS WASTE, UNPERMITTED WASTE and any materials recovered or separated from CITY WASTE for the purpose of marketing, selling, or otherwise diverting such materials for reuse, recycling and/or conversion technologies.
CLARTS	Central Los Angeles Recycling and Transfer Station owned and operated by the CITY.
COMMENCEMENT DATE	December 30, 2006, and the day when the CITY and the CONTRACTOR begins performing duties under this AGREEMENT.

**CONTRACT DATE** The date defined in the first sentence of this AGREEMENT, and attested to by the City Clerk.

**CONTRACTOR** USA Waste of California, Inc., dba Waste Management El Sobrante Landfill (WM)

**COST SUBSTANTIATION** With respect to any cost incurred by the CONTRACTOR or the CITY for which COST SUBSTANTIATION is required by this AGREEMENT, delivery to the CITY or the CONTRACTOR, as the case may be, of a certificate signed by the principal financial officer of the CONTRACTOR or the chief executive of Public Works Department Bureau of Accounting or his or her designee setting forth the amount of such cost and the reason why such cost is properly chargeable to the CITY or the CONTRACTOR, as the case may be, and stating that such cost is an arm's length and competitive price, if there are competitive prices, for the service or materials supplied; provided, that if the CITY or the CONTRACTOR requests, the CONTRACTOR or the CITY, as the case may be, shall provide copies of such additional back-up documentation as may be available to reasonably demonstrate the occurrence of the cost as to which COST SUBSTANTIATION is required.

**EFFECTIVE DATE** July 1, 2006

**GUARANTOR** Waste Management Holdings the parent company of the CONTRACTOR.

HOUSEHOLD HAZARDOUS  
WASTE

Those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environmental when improperly treated, disposed, or otherwise managed.

LANDFILL

Has the meaning specified in Section 3.1 of ARTICLE 3, hereto.

LEGAL HOLIDAYS

New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated as such by the CITY, on which holidays the CITY does not collect CITY WASTE. Additionally, by permit requirement El Sobrante Landfill is closed on Memorial Day.

NON-CITY WASTE

Waste or materials accepted at the LANDFILL other than CITY WASTE.

OPERATING DAY

Any CALENDAR DAY for which the CONTRACTOR is obligated, pursuant to this AGREEMENT, to dispose of CITY WASTE at the LANDFILL

PERMITS

All federal, State of California, local or any other pertinent governmental unit, permits, orders, licenses, and approvals required by APPLICABLE LAW (including, but not limited to, California Environmental Quality Act (CEQA)) for the modifications, operations and maintenance of the LANDFILL.

SERVICE FEE	Has the meaning specified in Section 8.1 of ARTICLE 8, hereof.
TON	2,000 pounds.
UNPERMITTED WASTE	Waste which, by reason of its composition or characteristics is (a) a toxic or hazardous substance, or hazardous waste, regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980), and related federal, State of California, and local laws and regulations; the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal, State of California, and local laws and regulations; the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq., as amended, and regulations promulgated thereunder; or in any future additional or substitute federal, State of California or local laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous waste; (b) infectious medical waste resulting from medical procedures which may cause or is capable of causing disease, including body fluids, laboratory cultures, pathological waste and sharps; (c) any waste that contains a radioactive material, the storage or disposal of which is subject to State of California or federal regulation; or (d) listed as unacceptable waste in any of the LANDFILL's operating permits (SWFP, Waste Discharge Requirements, etc.).

### ARTICLE 3 - LANDFILL

The CONTRACTOR represents and warrants that the descriptions of the LANDFILL provided in Section 3.1 hereof is true and accurate.

3.1 Description of LANDFILL

The El Sobrante Landfill is located in unincorporated Riverside County, just east of Interstate 15 at the Temescal Canyon exit. The landfill is a Class III facility permitted to accept up to 10,000 tons per day, seven days per week. The landfill is currently open to commercial haulers from 4am until midnight, Monday – Friday, and 4am until 6pm on Saturday. The landfill is closed on Sunday. The general public hours are 6am until 6pm Monday through Saturday.

The LANDFILL current Permits are included in Attachment L, hereto.

3.2 CONTRACTOR's Responsibilities to Obtain and Maintain Control of the LANDFILL

The CONTRACTOR hereby represents that it controls the LANDFILL, subject to the landfill agreement attached hereto as Attachment K. The CONTRACTOR hereby represents that the use of the LANDFILL, as contemplated in this AGREEMENT, is in conformance with all local zoning requirements, and the terms and conditions of any and all site leases and deeds. The CONTRACTOR shall retain control of the LANDFILL for the duration of this AGREEMENT except in the event of an assignment pursuant to ARTICLE 16 of this AGREEMENT.

ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE  
CONTRACTOR

4.1 Acceptance of CITY WASTE

4.1.1 Hours of Operation

The CONTRACTOR shall accept deliveries of CITY WASTE at the LANDFILL between the hours of 4:00 a.m. and 12 midnight, Monday through Friday. The CONTRACTOR shall not be responsible for accepting such deliveries on a LEGAL HOLIDAY; including Memorial Day. Any week, in which a LEGAL HOLIDAY occurs on any day from Monday through Friday, the LANDFILL shall remain open to accept such deliveries from 4:00 a.m. to 6:00 p.m. on the Saturday following the LEGAL HOLIDAY.

The CITY may request that the LANDFILL remain open to accept such deliveries at times other than those delineated above. The CONTRACTOR shall use reasonable business efforts to comply with such CITY requests. CITY WASTE collected by the Bureau of Sanitation generated from CITY households shall have priority over other City Department waste at the CONTRACTOR'S LANDFILL.

4.1.2 DAILY TONNAGE OF CITY WASTE UNDER THIS AGREEMENT

For the term of this AGREEMENT, beginning on the COMMENCEMENT DATE, the CITY shall deliver and the CONTRACTOR shall accept daily tonnage equal to an average of 600 tons/day of CITY WASTE per OPERATING DAY (calculated as a daily average over the period of each calendar month during the term). CITY agrees to take its best efforts to ensure that on any given OPERATING DAY deliveries to the LANDFILL will be not less than 550 tons and not greater than 650 tons. Upon 24 hours written notice to CONTRACTOR, the CITY may deliver daily tonnage in excess of an average of 600 tons/day, as calculated as a daily average over the period of each calendar month, or may deliver in excess of 650 tons on any given OPERATING

DAY provided that the LANDFILL has sufficient available daily capacity. The CITY or its designated transporters shall deliver this tonnage from CLARTS and dispose of it at the LANDFILL.

4.1.3 [NOT USED].

4.1.4 Monitoring of Waste/Exclusion of Unpermitted Waste

(A) Responsibilities. The parties acknowledge that the LANDFILL has not been designed and is not intended to be used in any manner or to any extent as a facility for the handling, transportation, storage or disposal of UNPERMITTED WASTE. Neither the CONTRACTOR nor the CITY shall allow or knowingly permit the delivery of UNPERMITTED WASTE to the LANDFILL.

In accordance with procedures and protocols required by PERMITS and APPLICABLE LAW, the CONTRACTOR shall diligently monitor the transfer and disposal of CITY WASTE to mitigate the potential of an inadvertent delivery of UNPERMITTED WASTE to the LANDFILL. Copies of such current procedures and protocols are included in Attachment L, hereto. The CITY agrees to comply with all such procedures and protocols including but not limited to the LANDFILL's Load Check Program, as they are currently written and as they may be modified in the future. The CONTRACTOR shall provide the CITY with prompt written notification of any changes in such procedures and protocols, but in no event shall such notice be later than thirty (30) CALENDAR DAYS from such change.

If the CONTRACTOR discovers that UNPERMITTED WASTE has been delivered to the LANDFILL and was originated from CLARTS, it shall give prompt telephonic and written notice thereof to the CITY and to all other appropriate governmental authorities. Such telephonic notice shall be made within two (2) hours from the discovery of such UNPERMITTED WASTE and such written notice shall be made within two (2) CALENDAR DAYS from the discovery of such UNPERMITTED WASTE. In as expeditious manner as possible, the CONTRACTOR



shall cause such UNPERMITTED WASTE to be cleaned-up, and/or removed from the LANDFILL and transported to and disposed of at a landfill or other disposal site permitted to receive and dispose of such UNPERMITTED WASTE in accordance with APPLICABLE LAW.

The CONTRACTOR and CITY acknowledge that CITY WASTE may contain quantities of HOUSEHOLD HAZARDOUS WASTE, and, in incidental quantities, shall not be construed as UNPERMITTED WASTE. Furthermore, the CONTRACTOR shall not be obligated to clean-up, remove, transport or dispose of such HOUSEHOLD HAZARDOUS WASTE in the same manner as UNPERMITTED WASTE. The CITY shall ensure that federal, state and local standards are met concerning the exclusion of UNPERMITTED WASTE at its facility.

(B) Costs and Liabilities. The CONTRACTOR shall pay all costs of UNPERMITTED WASTE monitoring incurred pursuant to Section 4.1.4 of ARTICLE 4. Subject to COST SUBSTANTIATION, the CITY shall reimburse the CONTRACTOR for all direct costs associated with the clean-up, removal, transportation and disposal of UNPERMITTED WASTE originated from the CITY, provided the CONTRACTOR is able to demonstrate that such UNPERMITTED WASTE was originated from the CITY. In addition, CITY shall hold harmless, defend and indemnify CONTRACTOR with respect to any claims, demands, fines or penalties arising from the delivery of UNPERMITTED WASTE originating from the CITY. The CITY shall have no duty to reimburse the CONTRACTOR for, nor to hold harmless, indemnify, nor defend the CONTRACTOR against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of whatsoever character or kind, to the extent resulting from any negligent acts or omissions of the CONTRACTOR which relate to the management or disposal of UNPERMITTED WASTE.

#### 4.2 Staffing

The CONTRACTOR shall employ staff sufficient to operate, maintain, and manage the LANDFILL in accordance with generally accepted practices of the waste management industry,

and to perform its obligations under this AGREEMENT, which shall include, without limitation, operating and maintaining all equipment, machinery, buildings, providing reasonable security, and disposing of CITY WASTE. Additionally, in accordance with the landfill agreement between the CONTRACTOR and the County of Riverside, County personnel shall operate the scalehouse for the site and shall perform the obligations under this agreement that pertain to weighing of trucks and performing load check activities. CONTRACTOR will secure tonnage reports from Riverside County for the purpose of billing the CITY as defined in Section 8.2.

#### 4.3 Operation and Maintenance of the LANDFILL

The CONTRACTOR shall dispose of all such CITY WASTE at the LANDFILL.

Neither the CITY nor the CONTRACTOR shall have any liability under this AGREEMENT to pay for, use or provide landfill disposal services at the LANDFILL when the LANDFILL is no longer operating and permitted to accept solid waste for disposal.

The CONTRACTOR shall pay for all costs incurred in operating and maintaining the LANDFILL in order to accept, receive, and dispose of CITY WASTE in accordance with the provisions of this AGREEMENT. Such costs shall include, without limitation, labor, materials, utilities, maintenance services, equipment replacement, insurance, taxes, rents, lease payments, daily cover, closure, and post closure monitoring and maintenance, and performance bonds. The CITY'S sole payment obligation will be to pay the SERVICE FEE in accordance with ARTICLE 8, hereof.

The CONTRACTOR shall operate and maintain the LANDFILL in accordance with the provisions of this AGREEMENT, in substantial compliance with all PERMITS and APPLICABLE LAW. The CONTRACTOR shall notify the CITY, in writing, of any citation, together with a copy of such citation, received by the operator of the LANDFILL for a violation of any APPLICABLE LAW or PERMIT that would subject any person or entity, if convicted of such violation, to imprisonment or a fine of \$1,000 or more. Such notice to the CITY shall be made within five (5) OPERATING DAYS of the CONTRACTORS receipt of such citation.

#### 4.3.1 Truck Turnaround Time and Queuing

The CONTRACTOR shall use its best efforts to enable the turnaround time (including but not limited to waiting in line, weighing their loads and dumping their loads) for the CITY's vehicles entering the LANDFILL to be no longer than twenty-five (25) minutes. The parties hereto acknowledge that despite such efforts by the CONTRACTOR, during peak arrival times at the LANDFILL during each OPERATING DAY such turnaround times may exceed twenty five (25) minutes.

#### 4.4 Permits

The CONTRACTOR shall secure and maintain all PERMITS.

The CONTRACTOR hereby represents that, as of the CONTRACT DATE, all PERMITS and other regulatory approvals required to perform its obligations in accordance with this AGREEMENT will be secured and will be in full force and effect. Copies of all PERMITS which have been issued to this date are provided in Attachment L, hereto.

The CONTRACTOR shall notify the CITY in writing, as soon as practicable, of any proposed or actual changes in or modifications of any PERMIT that would affect CONTRACTORS obligations under this AGREEMENT. Such notice for proposed changes shall be made within five (5) OPERATING DAYS and such notice for actual changes shall be made within two (2) OPERATING DAYS from the proposed or actual change, respectively. The CONTRACTOR shall provide the CITY with any and all renewals, updates, and modifications to any PERMIT.

#### 4.5 Weighing Records

##### 4.5.1 Measurement Devices and Procedures

The CONTRACTOR or its agent shall operate and maintain certified motor vehicle scales at the LANDFILL in accordance with APPLICABLE LAW. It shall be the responsibility of the CONTRACTOR to have minimum of two (2) operating scales at the landfill before the contract

date. In accordance with the LANDFILL operating agreement -Riverside County, shall weigh upon such certified motor vehicle scales and record the gross and tare weights of all vehicles transporting CITY WASTE to the LANDFILL.

#### 4.5.2 Estimates during Incapacitation

To the extent practical, if any of the certified motor truck scales is incapacitated or being tested, all transfer trailers transporting CITY WASTE shall be weighed on the remaining operating certified motor truck scales.

To the extent that all the certified motor truck scales are incapacitated, are being tested, or can not be used, the weights obtained at CLARTS shall be used and shall be the basis for weigh records during the outage of the CONTRACTOR's scales.

It is the responsibility of the CONTRACTOR to minimize the time that the scales are out of service.

#### 4.5.3 Weigh Records

The CONTRACTOR shall maintain all daily records pertaining to the transfer and disposal of CITY WASTE for a period of at least seven (7) years.

The records shall indicate, to the extent practicable, the date and time of arrival or departure of each vehicle transporting CITY WASTE with appropriate identification of each vehicle, the gross and tare weight of each such vehicle, and the disposition of all such materials. All such records shall be in such form as the CITY shall reasonably request for billing and statistical purposes and shall be made available for review by the CITY during the hours of operation described in Section 4.1.1 of ARTICLE 4. The CONTRACTOR shall, on a monthly basis, provide the CITY such information by electronic mail or electronic disk and in a form that is compatible with the CITY'S computers. The CONTRACTOR shall maintain copies of all such records for a period of at least seven (7) years and provide written notice to the CITY prior to destroying such records and giving the CITY the option of receiving copies of such records. The CONTRACTOR shall provide printed copies of such records to the CITY, upon the CITY'S

request therefore. The obligations of the CONTRACTOR in Section 4.5.3 shall survive the termination of this AGREEMENT.

#### 4.5.4 Testing of Motor Vehicle Scales

The CONTRACTOR shall test and calibrate, as necessary, all of the motor vehicle scales at the Landfill in accordance with APPLICABLE LAW. The CONTRACTOR shall provide the CITY with copies of such test results.

In addition, the CITY shall have the right to request, in writing, not more than two times per year, a test of any or all of the motor vehicle scales at the LANDFILL. The CONTRACTOR shall test the motor vehicle scales within a reasonable time of the CITY's request.

If upon conclusion of testing requested by the CITY, the results indicate that the motor vehicle scales met the requirements of APPLICABLE LAW, the CITY will, subject to COST SUBSTANTIATION, reimburse the CONTRACTOR the cost of such tests.

If upon conclusion of such CITY-requested testing, the test results indicate that the scale or scales did not meet the requirements of APPLICABLE LAW, then all weight measurements recorded and SERVICE FEES calculated, charged and paid, as the case may be, from the date of such request, shall be adjusted and corrected consistent with the results of such tests.

#### 4.5.5 CITY Representative to Monitor Compliance

The CITY shall have the right, at its expense, to station its representative at any motor vehicle scale, or the scalehouse, upon notification to and approval from Riverside County, which approval shall not be unreasonably withheld, to monitor compliance with the provisions of this Section 4.5 of ARTICLE 4.

#### 4.6 Payment of Performance Damages

The CONTRACTOR shall pay performance damages in accordance with ARTICLE 8, hereof, for its failure to dispose of CITY WASTE in accordance with ARTICLE 4.

#### 4.7 Contingent Disposal Facilities

The CONTRACTOR has identified potential landfill disposal sites for CITY WASTE collected by the CITY in the event of service disruptions at the CONTRACTOR'S primary LANDFILL or at other disposal facilities under contract with the CITY. Under emergency circumstances or periods of prolonged delay at the CITY'S other contract disposal facilities, and depending on availability of capacity, the CONTRACTOR'S alternate disposal facilities will be made available to the CITY at the same rates stipulated in Article 8 of this agreement.

Notwithstanding anything to the contrary in the provisions of this Section 4.6, the CITY shall have the right, in its sole discretion, to enter into agreements for landfill capacity for CITY WASTE collected by the CITY without consultation or participation with the CONTRACTOR.

#### 4.8 Requirements under Landfill Agreement with Riverside County

CITY acknowledges that CONTRACTOR operates the LANDFILL under a Landfill Agreement with Riverside County. CITY agrees to abide by those policies, procedures and site rules, whether documented in writing or established by practice, which are established by CONTRACTOR for the purpose of complying with the requirements set forth in the landfill agreement with Riverside County, and specifically the provisions of Section 3.4.2 (a) of the landfill agreement, which are incorporated by reference as if set forth herein in their entirety. Those requirements may include, but are not limited to, (i) delivery of Acceptable Waste in transfer trailers, (ii) inspection of delivery vehicles and (iii) compliance with AB 939 by the originating jurisdiction. CITY shall make appropriate arrangements with any operator of CLARTS, or any other transfer

facility delivering waste to the landfill, to allow Riverside County to perform the required inspections.

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

##### 5.1 CITY Deliveries

The CITY shall deliver, an average of 600 tons per day (as described in Section 4.1.2) of CITY WASTE to the LANDFILL during the operating hours described in Section 4.1.1 of ARTICLE 4, hereof. The CITY at its sole discretion may increase the daily disposal average of CITY WASTE upon reasonable advance notice, as described above in Section 4.1.2, to the CONTRACTOR. CONTRACTOR shall accept such increase in the daily disposal average provided that adequate disposal capacity is available and that the acceptance of such increase will not cause CONTRACTOR to exceed daily permit limits for waste acceptance. Additionally, CONTRACTOR shall not be required to displace other incoming waste from Riverside County or other contracted customers in order to accept such increase in CITY daily disposal average.

##### 5.2 Vehicle Identification

The CITY shall deliver CITY WASTE collected by the CITY in clearly identified vehicles. Each vehicle shall have its identification number clearly marked and visible to the scalehouse operator. The CONTRACTOR or the CITY, in their respective reasonable discretion, may require the revalidation of the tare weight of any CITY vehicle or the reweighing of unloaded CITY vehicles. The CITY reserves the right to modify its truck fleet as it deems necessary.

##### 5.3 Title to CITY WASTE Collected by The CITY

Title to CITY WASTE collected by the CITY shall transfer to the CONTRACTOR upon acceptance thereof by the CONTRACTOR at the LANDFILL, provided that title to any UNPERMITTED WASTE mixed in such CITY WASTE shall not transfer to the

CONTRACTOR.

5.4 Payment of the Service Fee

The CITY shall pay the CONTRACTOR the SERVICE FEE in accordance with ARTICLE 8, hereof.

ARTICLE 6 - TERMINATION

6.1 Events of Default by the CONTRACTOR

EVENTS OF DEFAULT by the CONTRACTOR shall include but not be limited to:

- (i) The filing of an involuntary petition in bankruptcy without the consent of the CONTRACTOR or the GUARANTOR, which is not dismissed within ninety (90) CALENDAR DAYS of the filing date, under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization or similar law; or the filing of a voluntary petition of bankruptcy by the CONTRACTOR or GUARANTOR, under Title 11 of the United States Code, or any other applicable insolvency, reorganization or similar law; or the appointing of a receiver, liquidator, trustee or a similar official of CONTRACTOR or GUARANTOR;
- (ii) Inaccuracy of any representation as of the CONTRACT DATE, or warranty made herein by the CONTRACTOR which impairs the CONTRACTOR'S ability to perform hereunder;
- (iii) Failure to maintain control of the LANDFILL through a lease, ownership or other agreement except in the event of an assignment pursuant to ARTICLE 16 of this AGREEMENT;
- (iv) Failure to obtain or maintain all applicable PERMITS and approvals;
- (v) Failure to pay performance damages due to the CITY within thirty (30) CALENDAR DAYS of the due date specified in Section 8.3 of ARTICLE



- 8, hereof;
- (vi) Failure to dispose of CITY WASTE on more than fifteen (15) OPERATING DAYS during any consecutive twelve (12) month period, or for a period of three (3) or more consecutive OPERATING DAYS at any time after the CONTRACT DATE;
  - (vii) Failure to operate and maintain the LANDFILL in substantial compliance with all PERMITS and APPLICABLE LAW;
  - (viii) Failure to maintain the insurance or self insurance required by the provisions of ARTICLE 10, hereof;
  - (ix) Failure to comply with ARTICLE 23, hereof;
  - (x) Failure to satisfy the conditions precedent described in ARTICLE 25, hereof;
  - (xi) Repeated and persistent failure to perform any other material obligation of the CONTRACTOR under the terms of this AGREEMENT.

Except for items (i), (viii) above, the foregoing shall not constitute EVENTS OF DEFAULT unless:

- (a) The CITY has given prior written notice to the CONTRACTOR stating that a specified failure or refusal to perform exists which will, unless corrected, constitute an EVENT OF DEFAULT on the part of the CONTRACTOR and which will, in the CITY'S opinion, give the CITY a right to terminate this AGREEMENT for cause under Section 6.3 of ARTICLE 6; provided, that failure by the CITY to give such notice shall not be construed or deemed to be a waiver of its rights to subsequently give such notice and terminate this AGREEMENT; and
- (b) The CONTRACTOR has not corrected, or diligently taken steps to correct such failure, refusal or EVENT OF DEFAULT within a reasonable period of time, but not more than thirty (30) CALENDAR DAYS, from receipt of the notice given pursuant to subsection (a) of Section 6.1 of ARTICLE 6, hereof, provided, however, where it is not reasonably possible to fully effect a cure within the thirty

(30) day period, CONTRACTOR shall not be deemed to be in default of the AGREEMENT where it commences implementation of the cure within such thirty (30) day period and thereafter proceeds diligently to completion.

6.2 Events of Default by the CITY

EVENTS OF DEFAULT by the CITY shall be:

- (i) Inaccuracy of any representation as of the CONTRACT DATE, or warranty made herein by the CITY which impairs the CITY'S ability to perform hereunder;
- (ii) Failure of the CITY to pay the SERVICE FEE within sixty (60) CALENDAR DAYS of the due date provided in Section 8.3 of ARTICLE 8, hereto.
- (iii) Failure of the CITY to deliver CITY WASTE as defined in Section 4.1.2 of Article 4.

The foregoing shall not constitute EVENTS OF DEFAULT unless:

- (a) The CONTRACTOR has given prior written notice to the CITY stating that a specified failure or refusal to perform exists which will, unless corrected, constitute an EVENT OF DEFAULT on the part of the CITY and which will, in the CONTRACTOR'S opinion, give the CONTRACTOR a right to terminate this AGREEMENT for cause under Section 6.3 of ARTICLE 6; provided, that failure by the CONTRACTOR to give such notice shall not be construed or deemed to be a waiver of its rights to subsequently give such notice and terminate this AGREEMENT; and
- (b) The CITY has not corrected or, in the case of (i) and (iii), diligently taken steps to correct such failure, refusal, or EVENT OF DEFAULT within a reasonable period of time, but not more than thirty (30) CALENDAR DAYS, from receipt of the notice given pursuant to clause (a) of Section 6.2, of ARTICLE 6, hereof, provided, however, where it is not reasonably possible to fully effect a cure within

the thirty (30) day period, CITY shall not be deemed to be in default of the AGREEMENT where it commences implementation of the cure within such thirty (30) day period and thereafter proceeds diligently to completion.

### 6.3 Termination of AGREEMENT for an EVENT OF DEFAULT

Either party may terminate this AGREEMENT, in writing, in the EVENT OF DEFAULT by the other party. However, no such termination, except termination for the bankruptcy or insolvency of the CONTRACTOR or GUARANTOR described in item (i) of Section 6.1 of ARTICLE 6, hereof, or the failure of the CONTRACTOR to provide insurance coverage described in item (viii) of Section 6.1 of ARTICLE 6, hereof may be effected unless the other party is given:

(i) not less than thirty (30) CALENDAR DAYS written notice (delivered by certified mail, return receipt requested) of intent to terminate, which notice may be given at the same time as notice pursuant to subsection (a) of Section 6.1 of ARTICLE 6; and

(ii) an opportunity for consultation with the terminating party before termination; and in the case of the CITY terminating the CONTRACTOR

(iii) a hearing before the BOARD.

The CITY shall provide an opportunity for consultation and cooperate with the BOARD to hold a hearing as expeditiously as possible, but in no event later than forty-five (45) CALENDAR DAYS following receipt of the notice described in item (i) above.

### 6.4 CITY's Options Upon EVENT OF DEFAULT by the CONTRACTOR

The CONTRACTOR agrees that if the CITY terminates this AGREEMENT in accordance with Section 6.3 of ARTICLE 6 upon an EVENT OF DEFAULT by the CONTRACTOR, the CITY may claim against the performance bond described in Section 10.8 of ARTICLE 10, hereof, for its damages. In addition, the CITY can exercise its remedies under law and equity including, but not limited to, suing for specific performance.

6.5 CONTRACTOR's Options Upon EVENT OF DEFAULT by the CITY

The CITY agrees that if the CONTRACTOR terminates this AGREEMENT in accordance with Section 6.3 of ARTICLE 6, hereof, then, the CONTRACTOR may exercise its remedies under law and equity.

6.6 Payment Due CONTRACTOR Upon Termination

If the CITY terminates the AGREEMENT for an EVENT OF DEFAULT of the CONTRACTOR in accordance with Sections 6.1 and 6.3 of ARTICLE 6, or if the CONTRACTOR terminates this AGREEMENT for an EVENT OF DEFAULT of the CITY in accordance with Section 6.2 and 6.3 of ARTICLE 6, then, without limiting the rights of the parties pursuant to Section 6.4 and 6.5 of ARTICLE 6, hereof, the CONTRACTOR shall be paid the SERVICE FEE to the date of termination.

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

The CONTRACTOR owns and operates a number of permitted solid waste facilities serving Southern California including without limitation the following:

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

On occasion, due to 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. This delivery is above and beyond the delivery stipulated under section 5.1 of this AGREEMENT. Compensation for delivery of city

waste to other contractor's owned facilities shall be calculated in accordance with Article 8 of this AGREEMENT.

## ARTICLE 8 - COMPENSATION, INVOICING, AND PAYMENT

### 8.1 Calculation of Service Fee

The SERVICE FEE is calculated monthly and is defined as:

$$SF = (OF + CL) + TX + CS - PD$$

where

- "SF" = the monthly SERVICE FEE (unit: \$);
- "OF" = the operating fees as calculated in accordance with Section 8.1.1 below (unit: \$);
- "TX" = certain passthrough taxes, host fees, import fees and other fees as defined in Section 8.1.2 below (unit: \$);
- "CS" = amounts due for the month to the CONTRACTOR that require COST SUBSTANTIATION in accordance with Sections 4.1.1, 4.1.4, and 4.5.4 of ARTICLE 4 and Section 10.5 of ARTICLE 10, hereof (unit: \$);
- "CL" = adjustments for the month to the SERVICE FEE resulting from CHANGES IN LAW exclusive of any change in tax laws or CHANGES IN LAW that impose a governmental fee, as defined in Section 8.1.3 below shall be additive to the Operating Fee (unit: \$);
- "PD" = performance damages, if any, credited to the CITY for the month as calculated in accordance with Section 8.1.4 below (unit: \$)

The tonnage of CITY WASTE disposed by the CONTRACTOR shall be the difference between the gross weight of the vehicles transporting such waste and the tare weight of those vehicles.

### 8.1.1 Operating Fees

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

CITY WASTE (Delivered by Designated City Contractors in Transfer Vehicles, Refuse Collection Vehicles or other City Vehicles):

El Sobrante Landfill: \$23.60 per TON

Carson Transfer Station: \$16.55 per TON (does not include operating fees as defined in section 8.1.1 for landfills; and does not include tax as defined in section 8.1.2 for landfills)

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)

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<sub>a</sub>"= the CPI-U for the calendar month "a"; and

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

"CPI-U<sub>c</sub>"= the CPI-U for the calendar month and year in which the EFFECTIVE DATE occurs.

Until the final CPI-U<sub>a</sub> is published for the year in question, an estimate of the CPI-U<sub>a</sub>

shall be made by the CONTRACTOR using linear extrapolation from the prior year's CPI-U<sub>a</sub> 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<sub>a</sub> to account for any over or under payments resulting from the use of the estimated CPI-U<sub>a</sub>. Notwithstanding the calculation methodology described herein, at no time shall IN exceed 0.06 (six percent) in any single annual adjustment.

#### 8.1.2 Passthrough Taxes, Host Fees, Import Fees and Governmental Fees

The passthrough taxes, Host Fees, Import Fees and governmental fees ("TX") shall be calculated by multiplying the tonnage of HOUSEHOLD REFUSE collected by the CITY and ACCEPTED by the CONTRACTOR with the per TON passthrough taxes, host fees, import fees and governmental fees equal to (a) any taxes, host fees, import fees or governmental fees that are assessed on a per TON or gross receipts basis and paid or accrued by the CONTRACTOR during the month for the disposal of CITY WASTE collected by the CITY, provided, such taxes and fees are only applicable to the LANDFILL, or Other Contractor Owned Facilities as described in ARTICLE 7, municipal solid waste facilities or the handling, transportation or disposal of municipal solid waste. Notwithstanding anything to the contrary in the forgoing, the passthrough taxes, host fees, import fees and governmental fees ("TX") shall not include, without limitation, any taxes based on or measured by net income, or any unincorporated business, payroll, franchise, or employment taxes.

The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR learns of any passage or imposition of a passthrough tax, host fee, import fee or governmental fee that the CONTRACTOR believes it can include in the SERVICE FEE in accordance with this Section 8.1.2. In such notice the CONTRACTOR shall describe the tax or governmental fee so imposed, and provide the reasons for its inclusion in the SERVICE FEE. Notwithstanding anything to the contrary in this Section 8.1.2, the CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued passthrough taxes, host fee, import fee or governmental fees unless and until the CITY is

notified by the CONTRACTOR, in writing, of such tax or fee. Furthermore, the CONTRACTOR may include in the SERVICE FEE, as provided in this Section 8.1.2, only the related actual or accrued passthrough taxes, host fee, import fee or governmental fees that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

The parties hereto agree that as of the CONTRACT DATE, applicable passthrough taxes or governmental fees i.e., TX are applied to any tonnage delivered to the CONTRACTOR'S facilities. The following are the fees as of the CONTRACT DATE:

El Sobrante Landfill; "TX" = \$4.40 per TON, itemized as follows:

California State Integrated Management Fee: \$1.40 per TON;

Riverside County Import Fee: \$3.00 per TON

Carson Transfer Station; "TX" = "TX" = \$1.45 per TON, itemized as follows:

LEA Fee: \$.19 per TON

LA County Export Fee: \$.86 per TON

Carson Host Fee: \$.40 per TON

Palmdale/Antelope Valley Landfill; "TX" = included with Operating Fee shown in Section 8.1.1

Lancaster Landfill; "TX" = included with Operating Fee shown in Section 8.1.1

Bradley Landfill; "TX" = included with Operating Fee shown in Section 8.1.1

### 8.1.3 Adjustments Due to Changes in Law

Subject to substantiation of costs, the CONTRACTOR may adjust the SERVICE FEE to recover any DIRECT COSTS incurred as a result of a CHANGE IN LAW exclusive of any changes in tax law or CHANGES IN LAWS that impose governmental fees, occurring after the CONTRACT DATE.

The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR determines that any CHANGE IN LAW will require an adjustment in the SERVICE FEE. In such notice the CONTRACTOR shall describe the CHANGE IN LAW and provide the reasons for the adjustment in the SERVICE FEE. The CONTRACTOR shall provide



in the first monthly invoice prepared for the CITY in accordance with Section 8.2 of this ARTICLE 8, COST SUBSTANTIATION, include cost records and worksheets to support the CONTRACTOR'S claim for the adjustment, and provide the total adjustment to the SERVICE FEE for all CHANGES IN LAW exclusive of any changes in tax law or CHANGES IN LAW that impose governmental fees, that have occurred since the CONTRACT DATE, i.e., "CL". Notwithstanding anything to the contrary in this Section 8.1.3, the CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued costs associated with any CHANGE IN LAW unless and until the CITY is notified by the CONTRACTOR, in writing, of such CHANGE IN LAW. Furthermore, the CONTRACTOR may include in the SERVICE FEE, as provided in this Section 8.1.3, only the related actual or accrued costs associated with any CHANGE IN LAW that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

If at any time the adjustment in the SERVICE FEE for a single CHANGE IN LAW results in an increase in the SERVICE FEE of more than twenty-five percent (25%) over what the SERVICE FEE would have been had there been no such CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Furthermore, if at any time the total cumulative adjustment in the SERVICE FEE, i.e., "CL", results in an increase in the SERVICE FEE of more than seventy-five percent (75%) over what the SERVICE FEE would have been had there been no CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR. Notwithstanding, anything to the contrary in the forgoing, the CONTRACTOR, may, in its sole discretion, prior to any noticed termination date, choose to absorb all or a portion of the increased cost due to a CHANGE IN LAW to keep the increases paid by the CITY below these thresholds and in such case the CITY will not have the right to terminate this AGREEMENT in accordance with this Section 8.1.3.

#### 8.1.4 Performance Damages

The CITY shall have the right to claim that the CONTRACTOR wrongfully rejected

CITY WASTE, for a period of thirty (30) days following the end of the month in which each such wrongful rejection occurred. The failure of the CITY to make a claim for any wrongful rejection within this thirty (30) day period shall not limit in any way the CITY'S right to make claims of other wrongful rejections.

The parties acknowledge (1) that consistent, efficient operation of the LANDFILL is of utmost importance, (2) that delays in operation or failure to ACCEPT HOUSEHOLD REFUSE collected by the CITY may increase costs to the CITY, and (3) that the CITY has considered and relied on the CONTRACTOR's representations as to its quality of service commitment in entering into this AGREEMENT. The parties further recognize that quantified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if the CONTRACTOR wrongfully rejects HOUSEHOLD REFUSE collected by the CITY, the CITY will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that the CITY will suffer. Therefore, the parties agree that the following performance damages shall liquidate such damages to the CITY and such performance damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this AGREEMENT, including the relationship of the sums to the range of harm to the CITY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this performance damage provision at the time that this AGREEMENT was made.

CONTRACTOR

CITY

Initial Here: \_\_\_\_\_

Initial Here: \_\_\_\_\_

The performance damage ("PD") is calculated as follows:

$$PD = DC + IC$$

where

- "PD" = the performance damage (unit: \$);
- "DC" = the DIRECT COST that the CITY has incurred for the transportation, processing and/or disposal of wrongfully rejected CITY WASTE (unit: \$);  
and
- "IC" = the incremental disposal cost incurred by the CITY to dispose of wrongfully rejected CITY WASTE at an alternate disposal facility (unit: \$).  
IC can be either a positive or negative number.

To calculate "PD", CONTRACTOR shall use the actual quantities, as reported by the CITY, of CITY WASTE collected by the CITY and wrongfully rejected by the CONTRACTOR. If the actual values of CITY WASTE collected by the CITY and wrongfully rejected by the CONTRACTOR are not known or reported by the CITY, then these tonnages shall be estimated using a formula mutually agreed upon by the CITY and CONTRACTOR. The calculation of the transport and processing/ disposal costs component of "PD" shall be made such that the estimated aggregate transport and disposal/processing costs are minimized for the wrongfully rejected waste, taking into account any limits on the quantity of waste that can be delivered to an alternate disposal site.

## 8.2 Preparation of Invoices

Beginning on the calendar month first following the COMMENCEMENT DATE, and on a monthly basis thereafter, the CONTRACTOR shall invoice the CITY indicating the amount due and payable by the CITY for services rendered in the prior month. At CONTRACTOR'S discretion, invoices may be prepared on a bi-weekly basis with notification to the CITY.

The CITY's sole payment obligation for all services to be provided by the CONTRACTOR in accordance with this AGREEMENT shall be the SERVICE FEE as

described in Section 8.1 of this ARTICLE 8.

The CONTRACTOR shall submit to the CITY no later than the 25th CALENDAR DAY of the month an original and two copies of an invoice in a form acceptable to the CITY, which will include, but not be limited to, the SERVICE FEE due the CONTRACTOR, if such SERVICE FEE is a positive number, or the amount owed to the CITY by the CONTRACTOR if such SERVICE FEE is a negative number, for the previous month plus a detailed account, including all calculations and COST SUBSTANTIATIONS, of each component of the SERVICE FEE. The information provided in each invoice shall include, but not be limited to, the month the services were provided; the number of OPERATING DAYS during the month; the number of TONS of CITY WASTE; time and date; and truck number; for each refuse load accepted at the LANDFILL and any other CONTRACTOR'S facilities during the billing period.

The invoices must reference this AGREEMENT and are to be submitted in a neat and orderly manner to:

Administration Section  
Bureau of Sanitation  
Solid Resources Support Services Division  
1149 S. Broadway, Suite 800  
Los Angeles, CA 90015.

### 8.3 Payment of Invoices

The CITY will review the CONTRACTOR'S invoice including, but not limited to, the calculation of the SERVICE FEE payable by the CITY or performance damages payable by the CONTRACTOR and notify the CONTRACTOR, in writing, of any exceptions or any disputed amounts within sixty (60) CALENDAR DAYS of receipt. The total invoice amount less any exceptions or disputed amounts shall be paid to the CONTRACTOR within sixty (60) CALENDAR DAYS of receipt by the CITY.

Upon the resolution that any amount withheld by the CITY is due the CONTRACTOR, the CITY shall pay the CONTRACTOR such amount within thirty (30) CALENDAR DAYS of such resolution.

The CITY has an option for prepayment of LANDFILL capacity if paid 90 days in advance. The discount for such prepayment shall be \$0.26 per TON. The quantity of material subject to prepayment is that specified in ARTICLE 4.1.2. Any prepaid LANDFILL capacity not used during any 90 day period will be credited to the CITY.

If for any month the SERVICE FEE is negative indicating that the CONTRACTOR owes the CITY such amount, then the CONTRACTOR shall pay the CITY such amount within sixty (60) CALENDAR DAYS of issuing such invoice. The CITY shall have the right to offset such amounts from future SERVICE FEE payments. If the CITY elects to offset such amounts, then the CONTRACTOR shall pay the CITY any remaining balance due the CITY within such sixty (60) CALENDAR DAY period, or within 10 days after receipt of written notice of such remaining balance, whichever is later.

#### ARTICLE 9 - CHANGES OR MODIFICATION

Changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto.

#### ARTICLE 10 - INSURANCE AND BONDS

##### 10.1 General Conditions

Without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this AGREEMENT the insurance coverages provided in Attachment E-1B (using the CITY

certificate endorsement forms) hereto covering its operations hereunder subject to the following conditions:

- 10.1.1 CITY, its Boards, Officers, Agents and Employees shall be included as additional insured in all liability insurance policies except: Workers' Compensation, and Legal Liability coverage (such as Fire Legal).
- 10.1.2 Such insurance shall be primary with respect to any insurance maintained by the CITY and shall not call on CITY's insurance for contributions.
- 10.1.3 Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.
- 10.1.4 Evidence of insurance shall be submitted to and approved by the City Attorney and City Risk Manager and shall be obtained as a condition precedent to this AGREEMENT.
- 10.1.5 With respect to the interests of the CITY, such insurance shall not be canceled, reduced in coverage or limits or non-renewed in the case of a continuing policy except after thirty (30) CALENDAR DAYS' written notice by receipted delivery to the Office of the City Attorney, 200 North Main Street, 1800 City Hall East, Los Angeles, California 90012-4168, Attention Insurance and Bonds.
- 10.1.6 The appropriate CITY special endorsement forms, are the preferred form of evidence of insurance. Alternatively, the CONTRACTOR may submit two (2) certified copies of the full policy containing the appropriate cancellation notice language and additional insured/loss payee language as specified.

10.1.7 Except with respect to the insurance company's limits of liability each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. 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.

10.1.8 Once the insurance has been approved by the CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence as specified in paragraph 10.1.1 through 10.1.7 above must be submitted.

## 10.2 Workers' Compensation

By signing this AGREEMENT, the CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq. of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it will comply with such provisions throughout the performance of the work of this AGREEMENT.

## 10.3 Aggregate Limits/Blanket Coverage

If any of the required insurance coverage contain aggregate limits, or apply to other operations or tenancy of the CONTRACTOR outside this AGREEMENT, the CONTRACTOR shall give the CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in the CONTRACTOR's best judgment may diminish the

protection such insurance affords the CITY. The CONTRACTOR shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. The CITY agrees that an umbrella policy which will provide coverage in the event the underlayer insurance becomes exhausted will satisfy this requirement. The CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required.

#### 10.4 Self-Insurance and Self-Insured Retention

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the CITY upon review of evidence of the CONTRACTOR's financial capacity to respond. Additionally, such programs or retention must provide the CITY with at least the same protection from liability and defense of suits as would be afforded by first dollar insurance.

#### 10.5 Modification of Coverage

CITY reserves the right at any time during the term of this AGREEMENT to change the amounts and types of insurance required hereunder by giving the CONTRACTOR ninety (90) CALENDAR DAYS' written notice. If such change should result in substantial additional cost to the CONTRACTOR, the CITY agrees to pay the CONTRACTOR additional compensation proportional to the increased benefits to the CITY.



#### 10.6 Failure to Provide Insurance

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

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

#### 10.7 Underlying Insurance

The CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowances, agents and subcontractors, if any, to protect the CONTRACTOR's and CITY's interests, and for ensuring that such persons comply with any applicable insurance statutes. The CONTRACTOR is encouraged to seek professional advice in this regard.

#### 10.8 Performance Bond

As security for performance under the terms of the AGREEMENT, the CONTRACTOR shall furnish, effective on the COMMENCEMENT DATE, a performance bond from an acceptable surety company in an amount equal to \$1,100,000.00, which shall have full force and effect during the term of this contract.

On each anniversary of the COMMENCEMENT DATE, the performance bond shall be renewed for an additional year. The amount of the bond shall be equal to 50% of the estimated SERVICE FEES to be paid by the CITY to the CONTRACTOR during the bond term.

For the purposes of Section 10.8 of ARTICLE 10, hereof, an "acceptable" surety company is one that is licensed to do business in California and has an A or better rating from A.M. Best Company.

#### ARTICLE 11 – INDEMNIFICATION

Except to the active negligence or willful misconduct of the CITY, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of the CITY's BOARD, officers, agents, employees, contractors, elected officials, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to attorneys' fees and costs of litigation, damage for liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either PARTY hereto or of third parties, arising in any manner by reason of negligent acts, errors, omissions, or willful

misconduct incident to the performance of this AGREEMENT on the part of the CONTRACTOR or subcontractors of any tier.

#### ARTICLE 12 - INDEPENDENT CONTRACTORS

The CONTRACTOR and any of its subcontractors are acting hereunder as independent contractors and not as agents or employees of the CITY. Neither the CONTRACTOR nor any of its subcontractors shall 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.

#### ARTICLE 13 - WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

##### 13.1 Representations and Warranties

###### 13.1.1 Of the Contractor

The CONTRACTOR hereby makes the following representations and warranties to and for the benefit of the CITY:

- (i) The CONTRACTOR is duly qualified to do business in the State of California.
- (ii) The CONTRACTOR has full legal right, power and authority to execute, deliver, and perform its obligations under this AGREEMENT. This AGREEMENT has been duly executed and delivered by the CONTRACTOR and constitutes a legal, valid and binding obligation of

the CONTRACTOR enforceable against the CONTRACTOR in accordance with its terms.

- (iii) Neither the execution or delivery by the CONTRACTOR of this AGREEMENT, the performance by the CONTRACTOR of its obligations hereunder, nor the fulfillment by the CONTRACTOR of the terms and conditions hereof:
- (iv) (1) conflicts with, violates or results in a breach of any APPLICABLE LAW;
- (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any Agreement or instrument to which the CONTRACTOR is a party or by which the CONTRACTOR or any of its properties or assets are bound, or constitutes a default thereunder; or
- (3) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the CONTRACTOR.
- (iv) No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this AGREEMENT by the CONTRACTOR, except such as have been duly obtained or made.

- (v) To the best of the CONTRACTOR'S knowledge, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the CONTRACTOR'S knowledge, threatened, against the CONTRACTOR, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the CONTRACTOR of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this AGREEMENT or any other Agreement or instrument entered into by the CONTRACTOR in connection with the transactions contemplated hereby.
- (vi) The CONTRACTOR warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S and its subcontractors' professions, doing the same or similar work under the same or similar circumstances.

13.1.2 Of the City

The CITY hereby makes the following representations and warranties to and for the benefit of the CONTRACTOR:

- (i) The CITY is a municipal corporation of the State of California, duly organized and validly existing under the Constitution and laws of the State of California.
- (ii) The CITY has full legal right, power and authority to execute, deliver, and perform its obligations under this AGREEMENT. This AGREEMENT has been duly executed and delivered by the CITY and constitutes a legal, valid and binding obligation of the CITY enforceable against the CITY in accordance with its terms.
- (iii) Neither the execution or delivery by the CITY of this AGREEMENT, the performance by the CITY of its obligations hereunder, nor the fulfillment by the CITY of the terms and conditions hereof: (1) conflicts with, violates or results in a breach of any APPLICABLE LAW; or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any Agreement or instrument to which the CITY is a party or by which the CITY or any of its properties or assets are bound, or constitutes a default thereunder.
- (iv) No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative

authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this AGREEMENT by the CITY; except such as have been duly obtained or made.

- (v) To the best of the CITY'S knowledge, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the CITY'S knowledge, threatened, against the CITY wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the CITY of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this AGREEMENT or any other Agreement or instrument entered into by the CONTRACTOR in connection with the transactions contemplated hereby.

### 13.2 Contractor Responsibility

The CONTRACTOR shall be responsible for the professional quality, specifications, reports and other services furnished by the CONTRACTOR and its subcontractors under this AGREEMENT.

The CONTRACTOR shall perform such services as may be necessary to accomplish the work required to be performed under this AGREEMENT, in accordance with this AGREEMENT.

Except as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAW, for all damages to the CITY caused by the CONTRACTOR's negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY.

#### ARTICLE 14 - NONDISCRIMINATION AND AFFIRMATIVE ACTION

##### 14.1 Nondiscrimination

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of this AGREEMENT against any employee or applicant because of race, religion, national origin, ancestry, sex, age, or physical handicap. All subcontracts awarded under this AGREEMENT shall contain a like nondiscrimination clause.

##### 14.2 Affirmative Action

The CONTRACTOR and 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.



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

The CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and other Business Enterprise firms on a level which meets or exceeds the levels as stated in Attachment G, hereto. The CONTRACTOR shall not change any of these designated subcontractors, or reduce their level of effort, without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment of this AGREEMENT or any right or interest herein shall be made without written consent of the parties to this AGREEMENT. Such consent shall not be required in the event of assignment by the CONTRACTOR to an affiliate of the CONTRACTOR or GUARANTOR, provided, the CONTRACTOR notifies the CITY, in writing, of such assignment and the GUARANTOR provides the CITY with written notice that the Guarantee Agreement remains in full force and effect and shall apply to such affiliate's performance pursuant to this AGREEMENT. For the purpose of this ARTICLE 16, an affiliate shall mean a wholly owned subsidiary of the CONTRACTOR or GUARANTOR.

ARTICLE 17 - CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To the CITY:

Contact Persons:

Solid Resources Support Services Division  
Alex Helou, Division Manager  
1149 S. Broadway, Suite 800  
Los Angeles, CA 90012  
(213) 485-3637

Bureau of Sanitation  
Rita L. Robinson, Director  
1149 S. Broadway, Suite 900  
Los Angeles, CA 90015  
(213) 485-2210

To the CONTRACTOR:

Contact Person:

Damon Defrates,  
Landfill Manager  
Waste Management – El Sobrante Landfill  
10910 Dawson Canyon Road,  
Corona, CA 92883  
(951) 277-5103

ARTICLE 18 - TERM OF AGREEMENT

The parties' obligations hereunder shall commence on the EFFECTIVE DATE.

The term of this AGREEMENT, unless terminated earlier in accordance with the provisions of this AGREEMENT, shall expire on December 31, 2011.

ARTICLE 19 - FORCE MAJEURE

Notwithstanding any other provisions hereof, neither the CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this AGREEMENT, if such failure shall be due to causes beyond the CONTRACTOR's or the CITY's control and such party is exercising due diligence to eliminate such causes. Such causes include but are not limited to: strikes; fire; flood; earthquake; civil disorder; acts of God or of the public enemy; epidemics; freight embargoes or delays in transportation; a CHANGE IN LAW; the failure of the CITY, after good faith efforts, to obtain binding contracts for sufficient disposal or processing capacity, as the case may be, for CITY WASTE collected by the CITY; and acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, which would make the performance of the AGREEMENT impractical or impossible to perform. With respect to the CITY, any CITY legislation which would act as a FORCE MAJEURE must be based upon state or federal government legislation which would require such CITY legislation.

ARTICLE 20 - SEVERABILITY

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

#### ARTICLE 21 - DISPUTES

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

#### ARTICLE 22 - ENTIRE AGREEMENT

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

#### ARTICLE 23 - GOVERNING LAW

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the local jurisdiction, as applicable. This AGREEMENT shall be governed by, enforced, and interpreted under the laws of the State of California and the City of Los Angeles.

#### ARTICLE 24 - LOS ANGELES CITY BUSINESS TAX REGULATION

The CONTRACTOR represents that it will obtain 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). The CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and

shall not allow any such Certificates to be revoked or suspended. The CONTRACTOR's failure to meet this requirement may be deemed a material breach of this AGREEMENT.

#### ARTICLE 25 – PARENT COMPANY GUARANTEE

All of the obligation of the CONTRACTOR shall be guaranteed by Waste Management Holdings (referred herein as the "GUARANTOR"), the parent company of the CONTRACTOR. The rights and obligations of the GUARANTOR are provided in the Guarantee Agreement provided as Attachment M, hereto.

#### ARTICLE 26 – CONDITIONS PRECEDENT

The CITY's obligations pursuant to this AGREEMENT shall not commence until the CONTRACTOR satisfies the following:

- (i) The CONTRACTOR shall have satisfied all insurance and bond requirements of ARTICLE 10, here of;
- (ii) The CONTRACTOR shall have filed an approved Affirmative Action Program in accordance with Section 14.2 of ARTICLE 14, hereof;
- (iii) The CONTRACTOR shall have complied with ARTICLE 24, hereof; and
- (iv) The GUARANTOR shall have executed and delivered to the CITY the Guarantee Agreement attached hereto as ATTACHMENT M.

#### ARTICLE 27 – NOT USED

ARTICLE 28 - CHILD SUPPORT ASSIGNMENT ORDERS

This contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code Child Support Assignment Orders. CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations which is attached hereto as Exhibit E and incorporated herein by this reference. Pursuant to this ordinance, CONTRACTOR shall (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (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 10.10b of the Los Angeles Administrative Code, failure of CONTRACTOR 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 to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the CONTRACTOR under 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 by City. Any subcontract entered into by the CONTRACTOR 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 to obtain compliance of its subcontractors shall constitute a default by the CONTRACTOR 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 by the City. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

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

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

1. CONTRACTOR/CONSULTANT assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits 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 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 Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the LWO and SCWRO "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
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.

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 the LWO and the SCWRO or both.

Where under the LWO Section 10.37.6(d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT 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 there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT 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.

#### ARTICLE 30 - EQUAL BENEFITS ORDINANCE

Unless otherwise exempted 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 following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the CONTRACTOR/CONSULTANT will provide equal benefits to 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 Enforcement 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.

#### ARTICLE 31 - CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/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 agree 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.

#### ARTICLE 32 - 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.

ARTICLE 33 - OWNERSHIP OF DATA

33.1 Unless otherwise provided for herein, all documents, material, data, computer data files, and reports originated and prepared by CONTRACTOR under this Contract shall be and remain the property of the CITY for its use in any manner it deems appropriate.

CONTRACTOR shall provide two (2) reproducible sets of the above-cited items, except for the computer data files which shall consist of one (1) set in the form described in Article 33.2, below. CONTRACTOR shall be permitted to maintain copies of all such data for its own files. Should CITY use these products or data in connection with additions to the work required under this Contract or for new work, without consultation with and without additional compensation to CONTRACTOR, CONTRACTOR shall have no liability or responsibility whatsoever in connection with such use.

33.2 Specifically with regard to the computer data files specified in Article 33.1, above, said computer data files (or databases) shall be provided to the CITY by tape, CD or electronically, via an asynchronous RS-232 protocol, to a CITY provided compatible computer system. With regard to the basis for design calculations and engineering notes, such data shall be provided to the CITY in (a) hard cover post binder(s), appropriately indexed, on thin mylar stock or good quality paper satisfactory for reproduction.

ARTICLE 34 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR shall comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The CONTRACTOR will provide

reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act. The CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### ARTICLE 35 - PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR 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 of payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

#### ARTICLE 36 - DISCOUNTS

CONTRACTOR agrees to offer the CITY a discount of 0.45% of the OPERATING FEE portion of any invoice if the invoice is paid within thirty (30) days from the date of the invoice. If the CITY does not pay any given invoice within thirty (30) days of the invoice it shall not be entitled to any discount on that invoice, regardless of the cause for such failure to pay within the thirty (30) days period specified above. The CITY will still be entitled to a discount if a disputed amount was not paid within thirty (30) days if the reason for the delay is determined to be solely due to failure by the CONTRACTOR to provide invoices that comply with the requirements of

Section 8.2 of this AGREEMENT, or that have incorrect information that precludes the CITY from meeting the thirty (30) days period. The CITY has an option for prepayment of LANDFILL capacity if paid 90 days in advance, the discount for such prepayment shall be \$0.26 per TON. The quantity of material subject to prepayment is that specified in ARTICLE 4.1.2. Any prepaid LANDFILL capacity not used during any 90 day period will be credited to the CITY. CITY WASTE in excess of the prepaid amount will be charged according to Section 8.1, the CITY agrees to implement an invoice/payment tracking system such as the one provided in Attachment J.

#### ARTICLE 37 – BREACH

Except for force majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### ARTICLE 38 - WAIVER

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



IN WITNESS WHEREOF, the parties hereto subscribe the same in quadruplicate, and this AGREEMENT is executed by the City of Los Angeles, acting by and through its Board of Public Works, and by Waste Management.

FOR THE CITY OF LOS ANGELES

FOR WASTE MANAGEMENT

APPROVED AND AGREED TO:

APPROVED AND AGREED TO:

BY *Cynthia M. Ruiz*  
TITLE BPW  
DATE 10/18/06

BY *[Signature]*  
TITLE DIR. OF OPERATIONS  
DATE OCTOBER 16, 2006

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO,  
CITY ATTORNEY

FRANK T. MARTINEZ, CITY CLERK

BY *Christopher M. Westhoff*  
Christopher M. Westhoff  
Assistant City Attorney

BY *[Signature]*  
Deputy City Clerk

DATE 10/18/06

DATE 10-19-06



C-110742

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 AB@ 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 MEYER, V.P.

L.A. Market Area 12/01/05

NAME AND TITLE (TYPE OR PRINT)

(818) 252-3140

TELEPHONE

12-01-05

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.

\*Minority is defined as the term Aminority 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 MEETER, 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 B – Business Tax Registration Certificate

(Please provide copy)

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

### CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

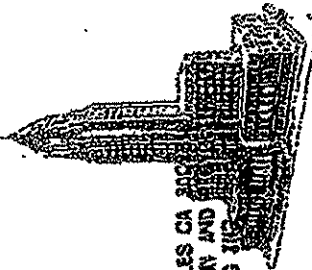
#### BUSINESS TAX

ACCOUNT NO.	FUND	CLASS	ISSUED	STARTED
6 13935-91	L	165	03-30-03 E	04-01-87

#### DESCRIPTION

WHOLESALE SALES

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



ISSUED BY

*Christina S. Christensen*

DIRECTOR OF FINANCE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

### CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

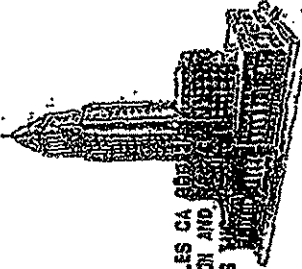
#### BUSINESS TAX

ACCOUNT NO.	FUND	CLASS	ISSUED	STARTED
6 13935-91	L	289	03-02-03 E	04-01-89

#### DESCRIPTION

MISCELLANEOUS SERV

340 S MISSION RD LOS ANGELES CA 90007  
 WASTE MANAGEMENT COLLECTION AND  
 WASTE TRANSFER & RECYCLING INC  
 C/O FRED FREUND  
 9081 TULUIDA AV  
 SUN VALLEY CA 91352-1516



SIGNED BY

*Christina S. 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) (MAY 1981)

(FORM 200) (MAY 1981)

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

Attachment C – Contractor Responsibility Ordinance Forms

**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 Javier Polanco 213-473-7921  
City Department/Division Awarding Contract 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. Sun Valley CA 91352  
Street Address 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 7, 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 OF OPERATIONS 12/02/05  
Print Name, Title Signature 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 Thomsberry
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 MacIsaac
Corning Disposal 3281 Highway 99 West Corning, 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. Terrescal 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 <sup>rd</sup> 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-96886)

3. C-107485 - URBAN 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.

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
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
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 properly decommissioning the well. Settled.	San Luis Obispo County Superior Court	CV010864	10/00
Marlin, Donald v. El Dorado Disposal, et al.	Inactive	Wrongful termination matter. Settled.	El Dorado County Superior Court	PC20020049	01/30
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	04/15
James W. Baum, et al. v. USA Waste of California, Inc., dba Central 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
Duncan, Sharon Bronson v. Waste Management, et al.	Inactive	Complaint for sexual harassment and gender discrimination. Settled.	Los Angeles County Superior Court	BC285086	11/10
Honeycutt, Peter L. v. USA Waste of California, Inc.	Inactive	Wrongful termination matter. Settled at mediation.	Napa County Superior Court	2622270	07/12
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	12/00
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	06/11
Ronald Haaff v. Waste Management, Inc., Waste Management of San Diego, et al.	Inactive	Complaint by former WM driver seeking alleged unpaid wages.	San Diego County Superior Court	GIC 839330	12/11
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	02/11
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	04/10

**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.



3 (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	Organization	Date	Agency	Name of Claim
El Dorado Disposal	Operating Engineers Local 3	01/00/01	NLRB	Representation case.
El Dorado Landfill	Operating Engineers Local 12	03/00/01	NLRB	Representation case.
Cartmel 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.
Vax 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.
Wassen 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.
Waste 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.
Green Valley Hauling	Michell 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

Date

12/02/05

Attachment D – Equal Benefits Ordinance Forms

# 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) 847-5568

## APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

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

95-2370376  
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:

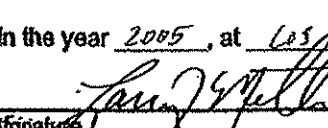
1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See 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 1<sup>st</sup> day of DECEMBER, in the year 2005, at LOS ANGELES, CA  
(State)  
LARRY METTER, V.P.  12/01/2005  
Name of Signatory (Print) L.A. Market Area 12/01/05 Title Date

Attachment E – Insurance Requirements

**GENERAL LIABILITY SPECIAL ENDORSEMENT** SUBMIT IN DUPLICATE

FOR THE CITY OF LOS ANGELES  
Form Gen. 115 GE (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 G2058693A  
 Policy Period: 01/01/03 to 01/01/04  
 COVERAGE TRIGGER (check one):  Occurrence  Claims Made  
 Check  IF LOSS ADJUSTMENT EXPENSE is Included in Limits

6.  Deductible  Self-Funded Retention (check which) of \_\_\_\_\_  
 with a stop loss cap of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
 coverage.  Per Occurrence  Per Claim.

4. NAMED INSURED  
 USA Waste of California, Inc.  
 9081 Tujunga Avenue  
 Sun Valley, CA 91352

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  in which case only the following specific agreements and permits with the City of Los Angeles are covered.

8. TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY (check one)  
 COMMERCIAL GENERAL LIABILITY \_\_\_\_\_ N/A \_\_\_\_\_  
(RETROACTIVE DATE)  
 COMPREHENSIVE FORM (1973 OCCURRENCE)

10. OTHER PROVISIONS: (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

9. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input checked="" type="checkbox"/> PREMISES/OPERATIONS	\$ 5,000	\$ 6,000
<input checked="" type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		PRODUCTS/COMP OF AGG.
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		\$ 6,000
<input checked="" type="checkbox"/> CONTRACTUAL		GENERAL AGGREGATE
<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS		

11. CLAIMS: Underwriter's representative for claims pursuant to this insurance.  
 Gallagher Bassett  
 1-866-889-1218 x 201

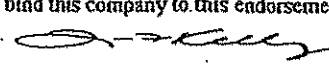
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 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  Broker/Agent  Underwriter \_\_\_\_\_  
  
 I Timothy 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 endorsement.  
 Signature   
(original signature required on all copies furnished to the City Attorney)



Attachment F – Living Wage Ordinance Forms

**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 TUJUNGA 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) 473-7971  
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: \_\_\_\_\_ 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: _____

Attachment G – Minority-Owned Business Enterprise/Women-Owned Business Enterprise

(MBE/WBE)

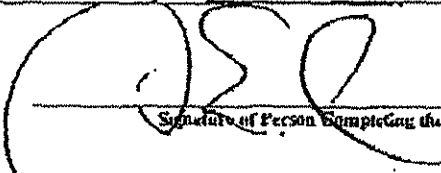
**DEPARTMENT OF PUBLIC WORKS  
MBE/WBE/OBE SUBCONTRACTORS INFORMATION FORM  
SCHEDULE A**

RFP/RFQ 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 Corcoran	Phone/Fax: (818)252-3106/Fax (818)251-3147

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 Sanford Blvd. Sun Valley, CA 91352 (818) 768-0550	Printing Services	OBE	-----	\$16,200.00

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$0.00	0.00%
TOTAL WBE AMOUNT	\$58,500.00	0.24%
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 H – Service Contract Worker Retention Ordinance Forms (SCWRO)

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 I – Slavery Disclosure Ordinance Forms (SDO)



**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: VILL 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 J - Sample Invoice/Payment Tracking System



**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

<b>1. Name and Street Address of Facility:</b>  El Sobrante Landfill 10910 Dawson Canyon Road Corona, CA 92883-5020	<b>3. Name and Mailing Address of Operator:</b>  USA Waste Services of California, Inc. 10910 Dawson Canyon Road Corona, CA 92883-5020	<b>4. Name and Mailing Address of Owner:</b>  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

**d. Permitted Traffic Volume:**

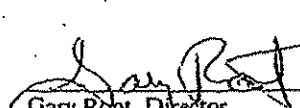
	Total:	1305	Vehicles/Day
Incoming waste materials.....		1305	Vehicles/Day
Outgoing waste materials (for disposal).....			Vehicles/Day
Outgoing materials for material recovery operations.....			Vehicles/Day

**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 <sup>3</sup>	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, 9<sup>th</sup> 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:** \_\_\_\_\_

**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, 1<sup>st</sup> quarter = January - March, the report is due by May 15, etc. Information required on an annual basis shall be submitted with the 4<sup>th</sup> 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
Copies 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 .

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

**C-12 Headquarters and Work Force 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 \_\_\_\_\_ %

Performance Bond Information



McBRIDE, SEIBBL & WILLIAMS OF TEXAS

10375 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) 287-4600 / Facsimile: (713) 287-4665

December 2, 2005

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

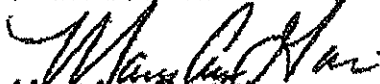
Re: Principal: USA Waste of California, Inc.  
Bid Date: December 2, 2005  
Description: Disposal and/or transfer services for residual municipal refuse  
disposal at solid waste facilities located outside the city limits

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 07059

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. Boats, Mary Ann Garcia, Joy Hajovsky, Vickie Lacy, Misty Meshen, F. T. Osburn, Stephen R. Smith and Amy Sustaina 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 hereon 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 erected 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

ss.

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 are 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. 2316485  
Commission Expires July 8, 2009

Katherine Kalbacher, Notary Public

CERTIFICATION

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

"As 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 of the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signatures of such officers may be engraved, printed or lithographed. 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

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) 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
- (iii) 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 (800) 903-3483 Fax (800) 903-3858 e-mail: surety@chubb.com

TRANSMITTAL 3

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

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**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<sub>a</sub>"= the CPI-U for the calendar month "a"; and

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

"CPI-U<sub>c</sub>"= the CPI-U for the calendar month and year in which the EFFECTIVE DATE occurs.

Until the final CPI-U<sub>a</sub> is published for the year in question, an estimate of the CPI-U<sub>a</sub> shall be made by the CONTRACTOR using linear extrapolation from the prior year's CPI-U<sub>a</sub> 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<sub>a</sub> to account for any over or under payments resulting from the use of the estimated CPI-U<sub>a</sub>. 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 ASSIGNMENT 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: Cynthia M. Rey

Title: \_\_\_\_\_

Date: 10/11/09

APPROVED AND AGREED TO:

USA WASTE OF CALIFORNIA, INC.

By: Larry J. Matter

Title: VICED PRESIDENT

Date: 9/24/09

ATTEST:

June Lagmay, CITY Clerk



By: Vera Mendez

Date: 10-5-09

C. 110742-1

APPROVED AS TO FORM:

Carmen A. Trutanich, CITY Attorney

By: Christopher M. Westhoff  
Christopher M. Westhoff  
Assistant City Attorney

Date: 9/30/09



# **ATTACHMENT A**

## **AFFIRMATIVE ACTION COMPLIANCE DOCUMENTS**

BUREAU OF

Awarding Dept.: SANITATION

Dept. Contact: JAVIER POLANCO

MS: \_\_\_\_\_ OCC#: \_\_\_\_\_

C-110742 AMENDMENT

BCA Form (6/08)

CITY OF LOS ANGELES

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, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) 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 nonconstruction 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 "E" 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 "E" 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: DIRECTOR OF  
 Please be advised that STELLA RAYMAKER, ETHICS & EEO COMPLIANCE is hereby CHANGE  
NAME OF DESIGNEE TITLE

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) 512-6534  
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 "A" 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 "E" 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  
COMPANY NAME  
9081 TUJUNGA AVENUE  
ADDRESS  
SUN VALLEY, CA 91352  
CITY, COUNTY, STATE, ZIP

[Signature]  
AUTHORIZED SIGNATURE  
DOUG CORCORAN, VICE PRESIDENT  
NAME AND TITLE (TYPE OR PRINT)  
(818) 252-3147 02/03/2009  
TELEPHONE DATE

**FOR CONSTRUCTION PROJECTS (L.A. County Only)**

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN / ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER		
	J	A	J	A	J	A	J	A	J	A	J	A	J	A	T	M	F
CRAFT																	
Brick Layers																	
Carpenters																	
Electricians																	
Paint Workers																	
Iron Worker																	
Laborers																	
Operator Engineers																	
Painters																	
Type Trades																	
Plasters / Cement Masons																	
Sheet Metal Workers																	
Teamsters																	
Clerical																	
Supervisory																	
TOTAL																	

**FOR NON-CONSTRUCTION PROJECTS**

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN / ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	M	F
Official & Managers																
Professionals																
Technicians	1		1		1										1	1
Sales Workers																
Office / Clerical																
Semi-Skilled	2		13													
Laborers																
Unskilled			5													
Service Workers																
TOTAL	3		22		1				17		43		61%		37	6

employment statistics were obtained from: \_\_\_\_\_  
 Available Records  Visual Check  Other (Specify) \_\_\_\_\_  
*attached*

El Subrante

12/02/2009

WASTE MANAGEMENT

Sex	Ethnic Nat	Jobcode Name
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓Black	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓White	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓Black	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓White	Primary Heavy Equip Oper II
✓M	✓White	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓White	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓White	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper II
✓M	✓Hispanic	Primary Heavy Equip Oper III
✓M	✓Hispanic	Laborer - Landfill
✓F	✓White	Laborer - Landfill
✓M	✓Hispanic	Laborer - Landfill
✓M	✓Hispanic	Laborer - Landfill
✓M	✓White	Laborer - Landfill
✓M	✓Hispanic	Laborer - Landfill
✓F	✓Hispanic	Laborer - Landfill
✓F	✓White	Operations Spec, Landfill
✓F	✓Hispanic	Operations Spec, Landfill
✓M	✓White	Spotter-Transfer Station
✓M	✓Black	Technician
✓M	✓White	Technician
✓M	✓White	Technician Assistant
✓M	✓White	Technician Assistant
✓M	✓White	Technician Assistant
✓M	✓Hispanic	Gas Technician I
✓M	✓Hispanic	Gas Technician II
✓F	✓Hispanic	Mgr Comm & Municip Rel I
✓M	✓Asian	Engineer I
✓M	✓White	Sr District Manager
✓M	✓White	Landfill Operations Mgr
✓M	✓White	Landfill Operations Mgr
✓M	✓White	District Fleet Manager
✓F	✓Hispanic	Primary Heavy Equip Oper II

43 positions

**EQUAL EMPLOYMENT PRACTICES PROVISIONS**  
**Construction Contracts in excess of \$1,000 or more but less than \$5,000 and**  
**Nonconstruction Contracts of \$1,000 or more but less than \$100,000**

**Sec. 10.8.3. Equal Employment Practices Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. 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.

**AFFIRMATIVE ACTION PROGRAM PROVISIONS**  
**Construction Contracts of \$5,000 or More and**  
**Nonconstruction Contracts of \$100,000 or More**

**Sec. 10.8.4. Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation.
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- 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.

\*"Minority" is defined as the term "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 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.

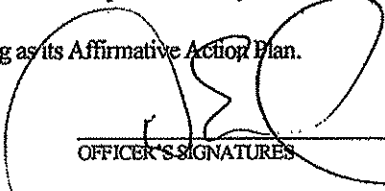


- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- 4. The contractor shall make a good faith effort with respect to apprenticeship and training 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.

JANUARY 30, 2009  
DATE

WASTE MANAGEMENT  
FIRM NAME

  
 \_\_\_\_\_  
 OFFICER'S SIGNATURES  
DOUG CORCORAN, VICE PRESIDENT  
 OFFICER'S NAME AND TITLE (TYPE OR PRINT)

**ATTACHMENT B**

**BUSINESS TAX  
REGISTRATION  
CERTIFICATE (BTRC)**

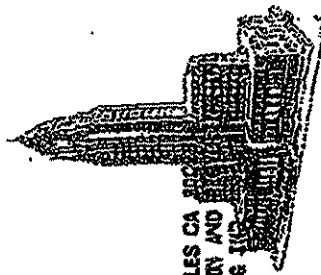
THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

### CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

#### BUSINESS TAX

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	ISSUED	STARTED
12935-91	L	166	WHOLESALE SALES	03-30-03 E	04-01-87



10 S MISSION RD LOS ANGELES CA 90008  
 WASTE MANAGEMENT COLLECTION AND RECYCLING INC  
 WASTE TRANSFER & RECYCLING INC  
 70 FRED FREUND  
 281 TURKIDA AV  
 SUN VALLEY CA 91352-1518

ISSUED BY:  
*Christina P. Christensen*  
 DIRECTOR OF FINANCE

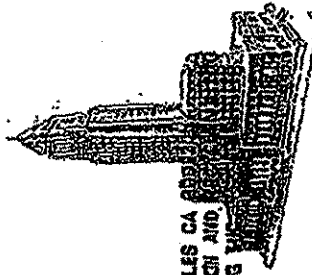
THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

### CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

#### BUSINESS TAX

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	ISSUED	STARTED
619535-91	L	288	MISCELLANEOUS SERV	03-02-03 E	04-01-88



840 S MISSION RD LOS ANGELES CA 90008  
 WASTE MANAGEMENT COLLECTION AND RECYCLING INC  
 WASTE TRANSFER & RECYCLING INC  
 C/O FRED FREUND  
 281 TURKIDA AV  
 SUN VALLEY CA 91352-1518

ISSUED BY:  
*Christina P. Christensen*  
 DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - 301 N. MAIN ST., RM 101, LOS ANGELES CA, 90011  
 IMPORTANT - READ REVERSE SIDE

FORM 280 (MAY 80)

# **ATTACHMENT C**

## **DETERMINATION OF CONTRACTOR PROPOSER RESPONSIBILITY**

**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: \_\_\_\_\_

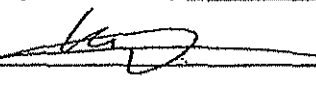
**FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT**

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 Javier Polanco 213-493-7921  
City Department/Division Awarding Contract 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. Sun Valley CA 91352  
Street Address 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 12/02/05  
Print Name, Title Signature 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

**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 <sup>rd</sup> 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-9688)  
 3. C-107485 - UNABIT GREEN WASTE PROCESSING. C-925

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
Jerome Oubre v. Waste Management	Inactive	Breach of contract complaint by customer alleging irregular pickup service. Settled.	Los Angeles County Superior Court	BC241087	1
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	0
City of El Paso De Robles v. USA Waste of California, Inc., Jolon Road Landfill Corporation, Soils Engineering, Inc.	Inactive	WJM operates Jolon Road Landfill under contract with the City of El Paso De Robles. The City's complaint alleged that WJM'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	CV0109864	1
Marlin, Donald v. El Dorado Disposal, et al.	Inactive	Wrongful termination matter. Settled.	El Dorado County Superior Court	PC20020049	0
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	0
James W. Baum, et al. v. USA Waste of California, Inc., dba Central 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	CV015024	1
Duncan, Sharon Bronson v. Waste Management, et al.	Inactive	Complaint for sexual harassment and gender discrimination. Settled.	Los Angeles County Superior Court	BC286086	1
Honeycutt, Peter L. v. USA Waste of California, Inc.	Inactive	Wrongful termination matter. Settled at mediation.	Napa County Superior Court	2622270	0
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	1
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	0
Ronald Haaff v. Waste Management, Inc., Waste Management of San Diego, et al.	Inactive	Complaint by former WJM driver seeking alleged unpaid wages.	San Diego County Superior Court	GIC 839330	1
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	0
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	P05CRW0592	0

**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.

5 (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**

Company	Union	Date	Agency	Nature of Claim
El Dorado Disposal	Operating Engineers Local 3	01/00/01	NLRB	Representation case.
El Dorado Waste Landfill	Operating Engineers Local 12	03/00/01	NLRB	Representation case.
San Juan 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.
Vax 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.
Massen 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.
San Jose 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.
San Jose 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	Michell Jackson-Metoyer	04/06/05	DFEH	Disability discrimination claim #E-200405-T-1770-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.

SERVICE

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.

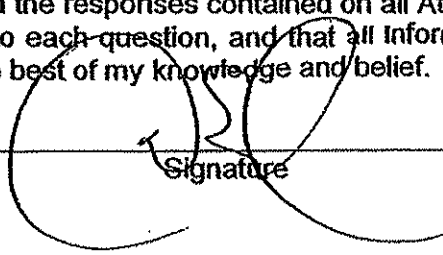
Yes  No

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 OPERATIONS  
Print Name, Title

  
Signature

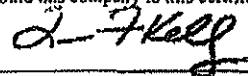
12/02/05  
Date

**ATTACHMENT E**

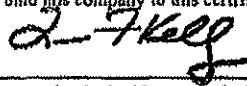
**INSURANCE  
REQUIREMENTS**

*Amendment No. 1*  
110742

<b>GENERAL LIABILITY CERTIFICATE</b> FOR THE CITY OF LOS ANGELES <small>(Form No. 12-CL (Rev. 12-2005))</small>		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																				
8. Type of Insurance: <b>General Liability (Check one)</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Comprehensive Form (1973 Occurrence) (Retroactive Date)		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.:																				
9. Coverage		10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)																				
<table border="1"> <thead> <tr> <th rowspan="2"></th> <th colspan="2">Liability Limits in Thousands \$</th> </tr> <tr> <th>Each Occurrence</th> <th>Aggregate</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Premises/Operations</td> <td>\$5,000</td> <td>\$6,000</td> </tr> <tr> <td><input checked="" type="checkbox"/> Underground &amp; Collapse Hazard</td> <td></td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Products/Completed Operations</td> <td></td> <td>\$6,000</td> </tr> <tr> <td><input checked="" type="checkbox"/> Contractual*</td> <td></td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Independent</td> <td></td> <td></td> </tr> </tbody> </table>			Liability Limits in Thousands \$		Each Occurrence	Aggregate	<input checked="" type="checkbox"/> Premises/Operations	\$5,000	\$6,000	<input checked="" type="checkbox"/> Underground & Collapse Hazard			<input checked="" type="checkbox"/> Products/Completed Operations		\$6,000	<input checked="" type="checkbox"/> Contractual*			<input checked="" type="checkbox"/> Independent			11. Claims: Underwriter's representative for claims pursuant to this insurance.  Gallagher Bassett 866-889-1218
	Liability Limits in Thousands \$																					
	Each Occurrence	Aggregate																				
<input checked="" type="checkbox"/> Premises/Operations	\$5,000	\$6,000																				
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<input checked="" type="checkbox"/> Products/Completed Operations		\$6,000																				
<input checked="" type="checkbox"/> Contractual*																						
<input checked="" type="checkbox"/> Independent																						
<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 applied thereto, it is agreed as follows:</p> <p>12. <b>Additional Insured.</b> 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 taxes performed by or on behalf of the Named Insured.**</p> <p>13. <b>Contribution Not Required.</b> The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.</p> <p>14. <b>Separation of Insureds.</b> 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.</p> <p>15. <b>Cancellation Notice.</b> 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: <b>City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.</b></p> <p>* Subject to policy terms, conditions &amp; exclusions. ** Where and to the extent required by written contract.</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>																						
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 <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 <u><i>Tim F. Kelly</i></u> (Authorized Representative) Telephone: 866-260-3538 Date Signed 7/14/2008																				

AUTOMOBILE LIABILITY CERTIFICATE FOR THE CITY OF LOS ANGELES <small>Form No. 114-AU (Rev. 12-2003)</small>		2. Issue Date (mm/dd/yy) 07/14/2008								
<b>3. Producer</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057  Telephone 866-260-3538		<b>5. Policy Information</b> 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								
<b>4. Named Insured</b> Waste Management of California dba Waste Management 9081 Tujunga Avenue Sun Valley, CA 91352		<b>6.</b> <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ applies to liability coverage.								
<b>5. Type of Insurance</b> <b>Automobile Liability</b>		<b>7. Applicability</b> 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								
<b>9. Coverages</b> <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos (Priv. Pass.) <input checked="" type="checkbox"/> All Owned Autos (Other than Priv. Pass.) <input checked="" type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability	<b>10. Liability Limits in Thousands \$</b> <table border="1"> <tr> <td>Bodily Injury (per person)</td> <td>\$</td> </tr> <tr> <td>Bodily Injury (per accident)</td> <td>\$</td> </tr> <tr> <td>Property Damage</td> <td>\$</td> </tr> <tr> <td>BI &amp; PD Combined</td> <td>\$ 1,000</td> </tr> </table>	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage	\$	BI & PD Combined	\$ 1,000	<b>11. Other Provisions:</b> (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)  <b>12. Claims:</b> Underwriter's representative for claims pursuant to this insurance. Gallagher Bassett 866-889-1218
Bodily Injury (per person)	\$									
Bodily Injury (per accident)	\$									
Property Damage	\$									
BI & PD Combined	\$ 1,000									
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:										
<b>13. Additional Interest.</b> 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.*										
<b>14. Contribution Not Required.</b> The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.										
<b>15. Separation of Insureds.</b> 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.										
<b>16. Cancellation Notice.</b> 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: <b>City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012</b>										
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.										
<b>17. City Department/Bureau</b> City of Los Angeles Bureau of Sanitation 419 South Spring Street, Suite 906 Los Angeles, CA 90013		<b>18. Authorized Representative</b> <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 <u></u> (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													
<b>3. Producer</b> Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057  Telephone 866-260-3538		<b>5. Policy Information</b> Carrier: ACE American Insurance Company  Policy No.: WLR C43997609  Policy Period: 1/1/2008 - 1/1/2009													
<b>4. Named Insured</b> Waste Management of California dba Waste Management 9081 Tujunga Avenue Sun Valley, CA 91352		<b>6. Applicability</b> 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.:													
<b>Workers' Compensation</b> <table border="1"> <thead> <tr> <th>Coverages</th> <th colspan="2">Liability Limits in Thousands \$</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Workers' Compensation and Employer's Liability</td> <td>\$</td> <td></td> </tr> <tr> <td>Statutory</td> <td>\$3,000 (Each Accident)</td> </tr> <tr> <td></td> <td>\$3,000 (Disease-Policy Limit)</td> </tr> <tr> <td></td> <td></td> <td>\$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)	<b>9. Includes (check as applicable):</b>  <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)													
<b>10. Other Provisions:</b> (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)		<b>11. Claims:</b> Underwriter's representative for claims pursuant to this insurance.													
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:															
<b>12. Cancellation Notice.</b> 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: <b>City Administrative Officer, Risk Management, 200 North Main Street, Room 1248, City Hall East, Los Angeles, CA 90012.</b>															
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. * Where and to the extent required by written contract where permissible by law.															
<b>13. City Department/Bureau</b> City of Los Angeles Bureau of Sanitation 419 South Spring Street, Suite 906 Los Angeles, CA 90013		<b>14. Authorized Representative</b> <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 <u></u> (Authorized Representative) Telephone: 866-260-3538 Date Signed 07/14/2008													

**GENERAL LIABILITY SPECIAL ENDORSEMENT** SUBMIT IN DUPLICATE

OR THE CITY OF LOS ANGELES  
en Gen. 135 GL RC 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 G2058693A  
 Policy Period: 01/01/03 to 01/01/04  
 COVERAGE TRIGGER (check one):  Occurrence  Claims Made  
 Check  If LOSS ADJUSTMENT EXPENSE is Included in Limits

6.  Deductible  Self-Funded Retention (check which) of \_\_\_\_\_  
 with a stop loss cap of \$ \_\_\_\_\_ applies to \_\_\_\_\_  
 coverage.  Per Occurrence  Per Claim.

**4. NAMED INSURED**  
 USA Waste of California, Inc.  
 9081 Tujunga Avenue  
 Sun Valley, CA 91352

**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  in which case only the following specific agreements and permits with the City of Los Angeles are covered.

**8. TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS

**GENERAL LIABILITY (check one)**  
 COMMERCIAL GENERAL LIABILITY \_\_\_\_\_ N/A \_\_\_\_\_  
(RETROACTIVE DATE)  
 COMPREHENSIVE FORM (1973 OCCURRENCE)

**10. OTHER PROVISIONS:** (Description of operations, premises, pertinent exclusions, names of other insureds, etc.)

9. COVERAGES	LIABILITY LIMITS IN THOUSANDS \$	
	EACH OCCURRENCE	AGGREGATE
<input checked="" type="checkbox"/> PREMISES/OPERATIONS	\$ 5,000	\$ 6,000 PRODUCTS/COMP OP AGG.
<input checked="" type="checkbox"/> UNDERGROUND & COLLAPSE HAZARD		\$ 6,000 GENERAL AGGREGATE
<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS		
<input checked="" type="checkbox"/> CONTRACTUAL		
<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS		

**11. CLAIMS:** Underwriter's representative for claims pursuant to this insurance.  
 Gallagher Bassett  
 1-866-889-1218 x 201

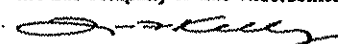
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 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**  Broker/Agent  Underwriter \_\_\_\_\_  
  
 I Timothy 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 endorsement.  
  
 Signature   
Individual statements required on all copies furnished to the City Attorney

# **ATTACHMENT D**

## **CERTIFICATION REGARDING COMPLIANCE WITH EQUAL BENEFITS 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) 847-8480 - Fax: (213) 847-5566

APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE

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

95-2370376
Federal ID Number (LOCAL)

Street Address City State Zip
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
LARRY METTER, V.P.
Name of Signatory (Print) L.A. Market Area 12/01/05 Title Date

# **ATTACHMENT F**

## **COMPLIANCE WITH LIVING WAGE ORDINANCE**

**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 TUJUNGA 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) 473-7971  
CONTRACT AMOUNT: \$ 21,924,000 START DATE: 10/19/06 END DATE: 12/31/08  
Purpose of Service Provided: Disposal of waste collected from the Central Los Angeles Transfer Station operated by Bureau of Sanitation.

**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: \_\_\_\_\_ 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: FOR CBA Submitted documentation By OCC Analyst: [Signature] Date: 1/23/08

# **ATTACHMENT G**

## **SCHEDULE A, LIST OF POTENTIAL MBE/WBE/OBE SUBCONTRACTORS**

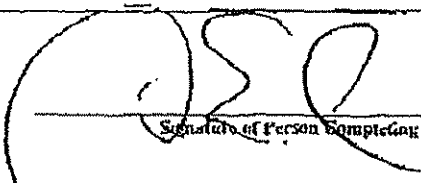
**DEPARTMENT OF PUBLIC WORKS  
MBE/WBE/OBE SUBCONTRACTORS INFORMATION FORM  
SCHEDULE A**

RFPI/RFQ Title: Request for Proposals (RFPII) 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)251-3147

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)450-5300	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	\$0.00	0.0%
TOTAL WBE AMOUNT	\$58,500.00	0.27%
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**



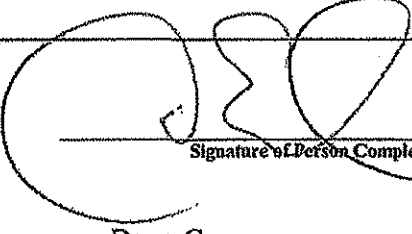
**MBE/WBE/OBE  
SUBCONTRACTORS INFORMATION FORM  
SCHEDULE A**

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

<b>Proposer</b> USA Waste of California dba Waste Management's El Sobrante Landfill	<b>Address</b> 9081 Tujunga Avenue Sun Valley, CA 91352
<b>Contact Person</b> Doug Corcoran	<b>Phone:</b> (818) 252-3147 <b>Fax:</b> (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
<b>Mail &amp; More on Hollywood</b> 7095 Hollywood Blvd, LA CA 90028 (323) 850-5300	Bulk mail services	OBE	None	\$9,800.00
<b>Environmental Compliance Solutions</b> 171 Pier Avenue, #337, SM CA 90405 (310) 664-1396	Environmental Consulting (Air)	WBE	9426	\$61,300.00
<b>PIP Printing of Sun Valley</b> 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  
 Title  
  
 July 14, 2008  
 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**

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

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	Bulk mail services	OBE	None	\$9,800.00
Environmental Compliance Solutions	Environmental Consulting (Air)	WBE	9426	\$58,500.00
PIP Printing of Sun Valley	Printing Services	OBE	None	\$16,200.00

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 0.00	--- %
TOTAL WBE AMOUNT	\$ <del>58,500</del> 61,230	0.0127%
BASE BID AMOUNT	\$ 22,947,380 21,924,000.00 is original amount plus amdmt No. 1	

\_\_\_\_\_  
Signature of Person Completing this Form

Doug Corcoran                      July 14, 2008  
Director of Operations

\_\_\_\_\_  
Title    Date

**MUST BE SUBMITTED WITH PROPOSAL**

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

Project Title <b>DISPOSAL SERVICES FOR CITY WASTE AT WASTE MANAGEMENT'S EL SOBRANTE LANDFILL IN CORONA, CA</b>		Contract No: <b>110742</b>
Consultant <b>USA Waste of California Inc., dba Waste Mgt</b>	Address <b>Waste Management El Sobrante Landfill 10910 Dawson Cyn Rd, Corona, CA 92883</b>	
Contact Person <b>Daron Defrates, Prj Mgr Lily Lee on Sch Bs</b>	Phone/Fax <b>Daron @ 951-277-5104 Lily @ 918-252-3106</b>	

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

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	<i>0</i>	<i>0</i>	---
PIP Printing of Sun Valley	OBE	\$16,200.00; \$3,240.00/yr	<i>0</i>	<i>0</i>	---
Environmental Compliance Solutions	WBE	\$58,500.00; \$13,700.00/yr	<i>0</i>	<i>0</i>	---
---	---	---	---	---	---
---	---	---	---	---	---

CURRENT PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE PARTICIPATION TO DATE	\$ <i>0</i>	<i>—</i> %
TOTAL WBE PARTICIPATION TO DATE	\$ <i>0</i>	<i>—</i> %

*Lily Y. Lee* 06/09/2008  
Signature of Person Completing this Form

Lily Y. Lee  
Public Affairs Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST BE SUBMITTED WITH EACH INVOICE**

# **ATTACHMENT H**

## **SERVICE CONTRACT WORKER RETENTION ORDINANCE**

**(NO CHANGE)**

# **ATTACHMENT I**

## **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 130C, 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**

- I, LARRY METTER, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:  

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

Street Address	City	State	Zip
----------------	------	-------	-----
- 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.
- The Company came into existence in 1993 (year). (PARENT COMPANY, WMI, WAS FOUNDED IN 1969.)
- 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.
- 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  
 Signature: [Signature] Title: VICE PRESIDENT  
(Date) (City) (State)

**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
- 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

# **ATTACHMENT J**

## **SAMPLE INVOICE/PAYMENT TRACKING SYSTEMS**

**(NO CHANGE)**

**Waste Management  
EJ Sobrante Landfill**  
Invoice/Payment Tracking Log

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

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

AFN NO.	INVOICE DATE	DATE RECD BY	ENCUMBRANCE AMOUNT	Y-T-D	INVOICE #	AMOUNT	EXPENDITURES	Y-T-D	COMMITTED BALANCE	MONTHS COVERED	MONTHLY AMT.	REFUSE TONNAGE	DATE TO ACCT/GSD	CHECK NO.	CHECK AMOUNT	DATE PAID	DISCOUNT TAKEN	DISCOUNT LOST	COMMENTS	TIP FEES			
328	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004240-County	\$20,774.53	004240-County	\$20,774.53	\$19,228.87	Jul-06	Refuse	492.21	08/10/06	763287	\$20,581.04	08/23/06	\$32.49			\$20,774.53			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004240-County	\$49,614.72	004240-County	\$49,614.72	\$132,617.75	Jul-06	Refuse		08/10/06	763287	\$49,404.93	08/23/06	\$395.79			\$49,614.72			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004240-County	\$7,414.83	004240-County	\$7,414.83	\$131,899.32	Jul-06	Refuse		08/10/06	763287	\$7,380.09	08/23/06	\$34.74			\$7,414.83			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004240-County	\$1,862.88	004240-County	\$1,862.88	\$130,200.64	Jul-06	Refuse		08/10/06	763287	\$1,855.26	08/23/06	\$7.62			\$1,862.88			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004240-County	\$3,024.53	004240-County	\$3,024.53	\$127,181.71	Jul-06	Refuse		08/10/06	763287	\$3,011.32	08/23/06	\$13.21			\$3,024.53			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004285-County	\$24,553.09	004285-County	\$24,553.09	\$102,828.62	Jul-06	Refuse	534.45	08/18/06	765499	\$24,432.60	09/01/06	\$120.49			\$24,553.09			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004285-County	\$49,044.77	004285-County	\$49,044.77	\$54,853.85	Jul-06	Refuse		08/18/06	765499	\$47,520.87	09/01/06	\$915.20			\$49,044.77			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004285-County	\$919.46	004285-County	\$919.46	\$53,994.39	Jul-06	Refuse		08/18/06	765499	\$918.67	09/01/06	\$7.79			\$919.46			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004285-County	\$1,212.17	004285-County	\$1,212.17	\$2,752.22	Jul-06	Refuse		08/18/06	765499	\$1,208.72	09/01/06	\$3.45			\$1,212.17			
	07/15/06	08/04/06	\$200,000.00	\$200,000.00	004286	\$458.31	004286	\$458.31	\$2,293.91	Jul-06	Refuse		08/18/06	765499	\$456.35	09/01/06	\$1.96			\$458.31			
333	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004331-County	\$23,195.11	004331-County	\$23,195.11	\$124,938.80	Aug-06	Refuse	504.90	08/22/06	768542	\$23,030.73	09/12/06	\$164.38			\$23,195.11			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004331-County	\$45,887.97	004331-County	\$45,887.97	\$133,710.83	Aug-06	Refuse		08/22/06	768542	\$45,183.72	09/12/06	\$704.25			\$45,887.97			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004331-County	\$553.67	004331-County	\$553.67	\$133,157.16	Aug-06	Refuse		08/22/06	768542	\$551.18	09/12/06	\$2.49			\$553.67			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004331-County	\$1,094.43	004331-County	\$1,094.43	\$132,074.74	Aug-06	Refuse		08/22/06	768542	\$1,079.54	09/12/06	\$4.89			\$1,094.43			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004332	\$9,174.20	004332	\$9,174.20	\$123,898.94	Aug-06	Refuse		08/22/06	768542	\$9,157.32	09/12/06	\$6.88			\$9,174.20			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004378-County	\$23,832.89	004378-County	\$23,832.89	\$95,865.54	Aug-06	Refuse	520.95	08/18/06	760324	\$23,825.23	10/12/06	\$107.70			\$23,832.89			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004378-County	\$57,052.53	004378-County	\$57,052.53	\$142,913.11	Aug-06	Refuse		08/18/06	700324	\$55,795.79	10/12/06	\$1,257.74			\$57,052.53			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004378-County	\$627.38	004378-County	\$627.38	\$142,095.73	Aug-06	Refuse		08/18/06	700324	\$625.65	10/12/06	\$1.73			\$627.38			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004378-County	\$1,972.38	004378-County	\$1,972.38	\$141,113.35	Aug-06	Refuse		08/18/06	700324	\$1,963.50	10/12/06	\$8.88			\$1,972.38			
	08/15/06	08/18/06	\$350,000.00	\$350,000.00	004378-County	\$3,549.01	004378-County	\$3,549.01	\$111,854.28	Aug-06	Refuse		08/18/06	700324	\$3,510.60	10/12/06	\$8.41			\$3,549.01			
353	08/15/06	08/28/06	\$150,000.00	\$150,000.00	004422-County	\$19,627.67	004422-County	\$19,627.67	\$161,954.28	Sep-06	Refuse	405.39	10/03/06							\$19,627.67			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004422-County	\$43,897.41	004422-County	\$43,897.41	\$119,183.20	Sep-06	Refuse		10/03/06							\$43,897.41			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004422-County	\$27,415	004422-County	\$27,415	\$118,601.75	Sep-06	Refuse		10/03/06							\$27,415			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004422-County	\$1,340.80	004422-County	\$1,340.80	\$117,361.15	Sep-06	Refuse		10/03/06							\$1,340.80			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004423	\$5,180.20	004423	\$5,180.20	\$112,170.87	Sep-06	Refuse		10/03/06							\$5,180.20			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004423	\$9,000	004423	\$9,000	\$112,170.87	Sep-06	Refuse		10/03/06							\$9,000			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004423	\$10,039.39	004423	\$10,039.39	\$95,074.51	Sep-06	Refuse	415.59	10/10/06							\$10,039.39			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004423	\$38,124.64	004423	\$38,124.64	\$55,948.97	Sep-06	Refuse		10/10/06							\$38,124.64			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004423	\$373.17	004423	\$373.17	\$53,078.89	Sep-06	Refuse		10/10/06							\$373.17			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004423	\$2,006.60	004423	\$2,006.60	\$51,070.00	Sep-06	Refuse		10/10/06							\$2,006.60			
	08/15/06	08/28/06	\$500,000.00	\$500,000.00	004423	\$2,019.16	004423	\$2,019.16	\$49,050.84	Sep-06	Refuse		10/10/06							\$2,019.16			
<b>TOTALS:</b>																			450,949.16	500,000	1,432.97	0.00	

PHONE: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
PHONE: \_\_\_\_\_



**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)**

# SOLID WASTE FACILITY PERMIT

Facility/Permit Number: Page 1 of 4

33-AA-0217

2. Name and Street Address of Facility:

Ei 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 <sup>3</sup>	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, 9<sup>th</sup> Floor  
P.O. Box 1280  
Riverside, CA 92502-1280

8. Received by CIWMB:

DEC 18 2003

9. CIWMB Concurrence Date:

JAN 13 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: 33-AA-0217 Page 3 of 4

## 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, 1<sup>st</sup> quarter = January – March, the report is due by May 15, etc. Information required on an annual basis shall be submitted with the 4<sup>th</sup> 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
Copies 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 1)	Enforcement Agency
Remaining site capacity.	Annually (Feb 1)	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**

**(NO CHANGE)**

# **ATTACHMENT N**

## **STANDARD PROVISIONS FOR CITY CONTRACTS**



**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN**

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

### **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. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **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 without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

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

**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 to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

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

the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

#### **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. TERMINATION**

1. This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

2. This AGREEMENT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

3. This AGREEMENT may be immediately terminated in writing by the CITY if (1) a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors or (2) CONTRACTOR engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates the CITY'S lobbying policies.

4. If termination for default is effected by the CITY, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

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

5. Upon receipt of a termination action under Articles 8.1, 8.2 or 8.3 above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. Contractor agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

6. Upon termination under Articles 8.1, 8.2 or 8.3 above, the CITY may take over the work and may award another party an AGREEMENT to complete the work under this AGREEMENT.

7. If, after the termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such event, adjustment of the AGREEMENT price shall be made as provided in Article 8.4 of this article.

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

#### **PSC-11. INDEPENDENT CONTRACTOR**

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

#### **PSC-12. CONTRACTOR'S PERSONNEL**

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

#### **PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

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

**PSC-14. PERMITS**

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

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX  
REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS**



**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, 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 final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

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

#### **PSC-19. BONDS**

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

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S**

employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

#### **PSC-23. OWNERSHIP AND LICENSE**

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 exclusive 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.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

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 and license 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 **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this **CONTRACT** and without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense during the term of this **CONTRACT** a program of insurance having the coverage and limits customarily carried and actually arranged by

Contractor but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in EXHIBIT C hereto, covering its operations hereunder. Such insurance shall conform to City requirements as established by charter, ordinance, or policy and shall comply with the instructions set forth, in EXHIBIT C, and which can also be found at the BOARD'S website: [www.lacity.org/bpw/Secretariat/Insurance.html](http://www.lacity.org/bpw/Secretariat/Insurance.html), in the form Instructions and Information on Complying with City Insurance Requirements, rev 9/06, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The Contractor shall comply with all insurance Contractual Requirements shown on EXHIBIT C hereto. EXHIBIT C is hereby incorporated by reference and made a part of this CONTRACT.

#### **PSC-25. DISCOUNT TERMS**

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

#### **PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR**

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

#### **PSC 27. NON DISCRIMINATION**

~~Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.~~

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

### ~~PSC 28. EQUAL EMPLOYMENT PRACTICES~~

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

~~A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.~~

~~1. This provision applies to work or service performed or materials manufactured or assembled in the United States.~~

~~2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.~~

~~3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.~~

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

~~C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion,~~

~~national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.~~

~~D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.~~

~~E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.~~

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

~~G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.~~

~~H. Intentionally blank.~~

~~I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.~~

~~J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere~~

to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

~~K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:~~

- ~~1. Hiring practices;~~
- ~~2. Apprenticeships where such approved programs are functioning, and other on the job training for non-apprenticeable occupations;~~
- ~~3. Training and promotional opportunities; and~~
- ~~4. Reasonable accommodations for persons with disabilities.~~

~~L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.~~

**PSC-29. NON-DISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AFFIRMATIVE ACTION PROGRAM**

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

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

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

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

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained



by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

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

1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall receive and retain on file the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** evidence of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.

4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

#### **PSC- 32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs,

services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

### **PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

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

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

### **PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** 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** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625.”

**PSC 36. SLAVERY DISCLOSURE ORDINANCE**

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

## **CONTRACTUAL REQUIREMENTS**

### **CONTRACTOR AGREES THAT:**

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

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

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

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

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

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

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

**Exhibit 1 (Continued)**

**Required Insurance and Minimum Limits**

Name: \_\_\_\_\_

Date:

Agreement/Reference:

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

Limits

\_\_\_ **Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory**

**EL**

Waiver of Subrogation in favor of City Longshore & Harbor Workers

Jones Act

\_\_\_ **General Liability**

Products/Completed Operations Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_ **Automobile Liability** (for any and all vehicles used for this Contract, other than commuting to/from work)

\_\_\_ **Professional Liability** (Errors and Omissions)

\_\_\_ **Property Insurance** (to cover replacement cost of building – as determined by insurance company)

All Risk Coverage Boiler and Machinery

Flood \_\_\_\_\_ Builder's Risk



Earthquake \_\_\_\_\_

\_\_\_ **Pollution Liability**

---

\_\_\_ **Surety Bonds – Performance and Payment (Labor and Materials) Bonds**  
100 % of Contract Price

\_\_\_ **Crime Insurance**

**Other:**

**ATTACHMENT O**

**NON-COLLUSION  
AFFIDAVIT**

Amendment No. 1

110742

**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 contractor", "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

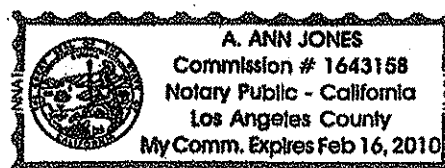
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 15<sup>th</sup> 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 C-12**

## **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 P**

## **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 \$31,135,000.00
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 2.5-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 Q**

## **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

**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.

**\*\* 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

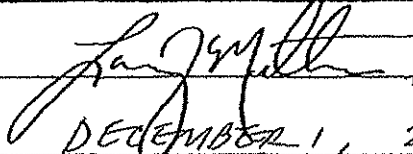
WASTE MANAGEMENT

Name and Title of Authorized Representative

LARRY METTER, VICE PRESIDENT

L.A. MARKET AREA

SIGNATURE



DATE

DECEMBER 1, 2005

Performance Bond Information



McGUIRE, SEIBELS & WILLIAMS OF TEXAS

10375 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. Boats, Mary Ann Garcia, Joy Hajovsky, Vickie Lacy, Misty Meahan, P. T. Osburn, Stephen R. Smith and Amy Sustaite** 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 hereon 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 same affixed to the foregoing Power of Attorney are 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 his authority, and that he is acquainted with **T. W. Cavanaugh**, and knows him to be Vice President of said Companies; and met the signature of **T. W. Cavanaugh**, subscribed to said Power of Attorney 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. 2316485  
Commission Expires July 8, 2009**

Katherine Kalbacher, 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 signatures of such officers may be engraved, printed or lithographed. 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

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) 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
- (iii) 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

*and* 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) 903-3493      Fax (908) 803-3856      e-mail: surety@chubb.com

TRANSMITTAL 4

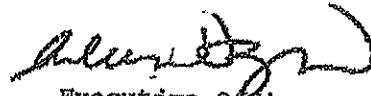
ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California

For the meeting of November 16, 2011

NOV 16 2011

CD: ALL

MOTION

  
Executive Officer


The City of Los Angeles is responsible for the curbside collection of City municipal solid waste (MSW) consisting of about 3,600 tons per day (tpd) of refuse (i.e., black bin waste), 1,800 tpd of yard trimmings (i.e., green bin material), and 900 tpd of recyclables (i.e., blue bin material) from single family residents and small apartment complexes. A portion of the total refuse generated in the City is delivered to the City's Central Los Angeles Recycling and Transfer Station (CLARTS) where the material is transferred onto semi-tractor trailers operated by contracted private haulers. About 1,870 tpd of refuse is transferred through CLARTS: 875 tpd from the South Los Angeles watershed, 740 tpd from the North Central watershed, and 255 tpd from the West Los Angeles watershed. From CLARTS, the refuse is transported to the Sunshine Canyon Landfill (1,270 tpd) and Waste Management (WM) El-Sobrante Landfill (600 tpd). CLARTS also transfers and transports about 100 to 150 tpd of private waste (i.e., non-City waste) to WM landfills in Lancaster and Palmdale. Yard trimmings generated in these watersheds are delivered to private, green waste processing facilities.

A contract for disposal services at WM El-Sobrante, Palmdale, and Lancaster landfills (C-110742) was approved by the Board of Public Works on August 18, 2006, and will expire on December 31, 2011. These disposal services are important to the Bureau's efforts to maintain contingent disposal services at a competitive rate. Private waste transportation contracts with Cabo Transport (C-107822), K&A Transportation (C-107823), Mario's Trucking (C-107821) and Ecology Auto Parts (C-107824) was approved by the Board of Public Works on August 30, 2004, and each contract will also expire on December 31, 2011. The hauling services are also essential to efficiently manage residential waste generated from the South Los Angeles, North Central, and West Los Angeles watersheds.


The Bureau is in the process of developing and distributing a joint Request for Proposals (RFP) for disposal and hauling services to fulfill the City's needs. These new contracts will need approval from the Board of Public Works, the Mayor, and the City Council. In the event the contracts are not executed prior to expiration, the Bureau requests to extend the current contracts on a month-to-month basis until the new contracts are fully executed in order to retain uninterrupted waste transportation and disposal services.

The existing contracts do not have cost ceilings, as service fees are based on a per ton basis (disposal contracts) and per load basis (hauling contracts). The monthly expenditure for disposal service as provided by WM El-Sobrante, based on the rate of 600 tons per day at a unit cost of \$30.01 per ton is \$391,631 per month. The monthly expenditure for private waste transportation services is estimated to be \$537,281 per month. The funding sources for these contract extensions are Fund 508 (Solid Waste Resources Revenue Fund) and Fund 47R (Central L.A. Recycling Transfer Station). The contract includes a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

I THEREFORE MOVE that the Board of Public Works authorize the Bureau of Sanitation to extend the current contract with Waste Management El-Sobrante, on a month to month basis, for refuse disposal services at an estimated expense of \$391,631 per month until new contracts are fully executed, and extend the current contracts with Cabo, K&A, Mario, and Ecology, on a month to month basis, for hauling services at an estimated expense of \$537,281 per month until new contracts are fully executed.

  
ENRIQUE C. ZALDIVAR, Director  
Bureau of Sanitation

Statement as to Funds Approved by:

*fr*   
VICTORIA A. SANTIAGO, Director  
Office of Accounting

11/9/11

Prepared by:  
Rowena T. Romano, SRSSD  
Phone: (213) 485-3626

**SUPPLEMENTAL AGREEMENT  
TO AGREEMENT NUMBER C-110742  
BETWEEN THE CITY OF LOS ANGELES  
AND**

**USA WASTE OF CALIFORNIA INC dba WASTE MANAGEMENT EL SOBRANTE LANDFILL**

**THIS SUPPLEMENTAL AGREEMENT** to Contract C-110742 between the Bureau of Sanitation, Department of Public Works, 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 Sobrante Landfill (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, on October 14, 2005, the City released a Request for Proposals (RFP) to qualified and interested parties for disposal and transfer services for City waste; and

WHEREAS, three (3) responsive proposals were received by the City; and

WHEREAS, USA Waste of California, Inc. dba Waste Management El Sobrante Landfill was deemed to be a qualified respondent as determined through the evaluation criteria stated in the RFP; and

WHEREAS, on August 18, 2006, the Board of Public Works approved and forwarded a report to the Mayor and City Council with the request that the Board of Public Works be authorized to execute and award a five (5) year personal services contract with no renewal options to USA Waste of California Inc. dba Waste Management El Sobrante Landfill to provide required services for the disposal of City waste; and

WHEREAS, on October 19, 2006 Contract C-110742 was executed; and

WHEREAS, on October 5, 2009 Contract C-110742 was amended to include the disposal of private waste from CLARTS; and

WHEREAS, on December 31, 2011, the contract term expired; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to services specified in the original contract and any subsequent amendments; and

WHEREAS, the Contractor has performed the required services in a competent and satisfactory manner; and

WHEREAS, the services to dispose of City waste are critical and must be retained and continued without interruption; and

WHEREAS, the City desires to retain the Contractor to provide the required professional and technical services in connection with the services as outlined in the original contract and any subsequent amendments;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-110742, as follows:

## **1. Incorporation of Original Agreements**

Original Contract C-110742 is hereby incorporated by reference in its entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

## **2. Term**

In accordance with Article 18 (Term of Agreement) of the original agreement, the Contract C-110742 expired on December 31, 2011 with no renewal options. The Supplemental Agreement shall extend Contract C-110742 for two (2) years, effective from January 1, 2012 to December 31, 2013.

The Supplemental Agreement may be terminated by the City if new contracts are fully executed for similar services before the end date of this Agreement (December 31, 2013). The City will provide the Contractor a written notification no less than thirty (30) calendar days before the intended termination date. Upon receipt of the written notice, Contractor shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities under this Supplemental Agreement.

## **3. Contract Amount**

The additional cost for the extended term of this Agreement is based upon work by the Contractor at the request of the City. The City's obligation to make a payment under this contract shall be limited to current monies owed.

## **4. Compensation**

The cost to fund the additional two (2) years will not exceed \$10,000,000. As of December 31, 2011, the total expenditures under this contract were \$23,263,242. The additional two (2) years would bring the total contract ceiling for the entire seven (7) years to \$33,263,242.

Payment for services shall commence on January 1, 2012, and end with the payment for services provided for the month of December 2013 or earlier if the new contract is executed before the end date of this agreement.

Invoice(s) shall be sent to:

To the City:

ROWENA ROMANO

City of Los Angeles – Bureau of Sanitation

Solid Resources Support Services Division

1149 S. Broadway Suite 500, Los Angeles, CA 90015

Tel: 213-485-3626

Fax: 213-485-2961

E-mail: Rowena.Romano@lacity.org

Payments to the Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

## 5. Ratification

At the City's request Contractor has continued performance of the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by Contractor and ratifies Contractor's performance of said services.

## 6. Ordinances added to the Original Contract C-111836

### **(REVISE) Article 41. MUNICIPAL LOBBYING ORDINANCE**

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

### **(ADD) Article 44. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470 (c)(12) MEASURE H/CONTRACTOR CONTRIBUTIONS/FUNDRAISING**

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

#### **Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles Contract #C-11186. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

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



**(ADD) Article 45. FIRST SOURCE HIRING ORDINANCE**

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

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

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

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

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

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Designated Administrative Agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the Designated Administrative Agency determines that the subject Contractor has violated provisions of the FSHO.

This Supplemental Agreement includes five pages and is executed in five duplicate originals, each of which is deemed to be an original.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**WASTE MANAGEMENT  
EL SOBRANTE LANDFILL**

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

By: \_\_\_\_\_  
*Larry Metter*  
*President – Southern California Area*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Commissioner  
Board of Public Works

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

**ATTEST:**

**CARMEN A. TRUTANICH,  
City Attorney**

**JUNE LAGMAY, City Clerk**

By: \_\_\_\_\_  
John A. Carvalho  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_