

0150-10034-0000

TRANSMITTAL

TO The Council	DATE SEP 03 2013	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

Supplemental Agreement to Contract No. 109961 with Southern California Disposal Company For Transfer, Transport, and Disposal of City Waste

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



(Ana Guerrero)

MAYOR

MAS:WKP:06140002t

11. 11. 11

11. 11. 11

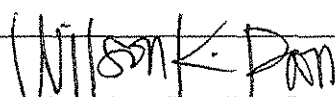
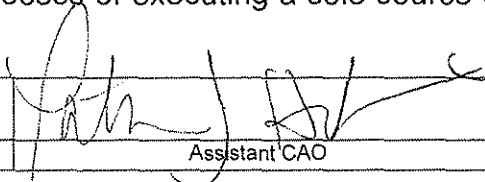

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 08/23/13	C.D. No. All	CAO File No.: 0150-10034-0000				
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 20, 2013.							
Purpose of Contract: To provide transfer, transport, and disposal services for City waste.							
Type of Contract: () New contract (X) Amendment		Contract Term Dates: Two years, from July 1, 2012 through June 30, 2014.					
Contract/Amendment Amount: \$4,200,000							
Proposed amount \$4,200,000 + Prior award(s) \$10,662,503 = Total \$14,862,503							
Source of funds: Solid Waste Resources Revenue Fund No. 508							
Name of Contractor: Southern California Disposal Company							
Address: 2329 Delaware Avenue, Santa Monica, CA 90404							
	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: 36%				*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. 109961 with Southern California Disposal Company (SCD) to provide transfer, transport, and 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 \$4.2 million, from \$10.7 million to \$14.9 million. In accordance with Los Angeles Administrative Code Section 10.5 (a), Council approval of the proposed Supplemental Agreement is required because the term of the contract exceeds three years.

Effective July 1, 2006, the Board authorized the Bureau to execute Contract No. 109961 with SCD to provide transfer, transport, and disposal services of City waste for a five-year term at a cost not to exceed \$9.0 million or \$1.8 million per year. This contract expired on June 30, 2011 and the Board adopted a Motion to extend the contract on a month-to-month basis to prevent disruption to critical services. Subsequently, the Controller's Office implemented a new policy which required the Bureau to replace its month-to-month extensions with the proposed Supplemental Agreement in order to pay invoices. The Bureau is in the process of executing a sole source contract with SCD and the item is

		
WKP Analyst 06140002	Assistant CAO	City Administrative Officer

under Council consideration at this time (C.F. 13-0826). The Supplemental Agreement will be terminated once the sole source contract has been executed. The Bureau reports total expenditures of \$10.66 million under this contract from July 1, 2006 through June 30, 2012, or approximately \$1.78 million per year. At the request of the Bureau, SCD has continued to provide services after the expiration of the contract and the execution of the proposed Supplemental Agreement is required to ratify the services that have been provided to date.

The proposed Supplemental Agreement does not change the scope of work in the original contract, but extends the terms of the contract by an additional two years, increases the maximum allowable compensation by \$4.2 million, and incorporates new contracting Ordinances which were adopted by the Council after the execution of the original contract. The contractor has continued to comply with all City contracting requirements and sufficient funds are available within the Solid Waste Resources Revenue Fund to support the costs of the Supplemental Agreement.

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. 109961 with Southern California Disposal Company to provide transfer, transport, and disposal services for City waste for a period of two years, retroactively from July 1, 2012 through June 30, 2014, at a cost not to exceed \$4.2 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.

MAS:WKP:06140002

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

June 19, 2013

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

20130621 11:09:20
CITY ADMINISTRATIVE SERVICES
ARLEEN P. TAYLOR
EXECUTIVE OFFICER

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

BOARD OF PUBLIC WORKS MEMBERS

CAPRI W. MADDOX
PRESIDENT

VALERIE LYNNE SHAW
VICE PRESIDENT

STEVEN T. NUTTER
PRESIDENT PRO TEMPORE

WARREN T. FURUTANI
COMMISSIONER

JERILYN LÓPEZ-MENDOZA
COMMISSIONER

#1 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-109961 BETWEEN THE CITY OF LOS ANGELES AND SOUTHERN CALIFORNIA DISPOSAL COMPANY FOR TRANSFER, TRANSPORT, AND 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 Southern California Disposal Company to provide transfer, transport, and disposal services at 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,

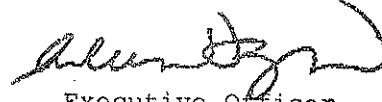
Arleen P. Taylor, Executive Officer
Board of Public Works

APT/TS:mp



DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
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

CD: ALL

AUTHORITY TO EXECUTE A SUPPLEMENTAL AGREEMENT TO PERSONAL SERVICES CONTRACT C-109961 BETWEEN THE CITY OF LOS ANGELES (CITY) AND SOUTHERN CALIFORNIA DISPOSAL COMPANY FOR TRANSFER, TRANSPORT, AND DISPOSAL SERVICES FOR CITY WASTE

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 Southern California Disposal (SCD) for transfer, transport, and 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 June 16, 2006, granting authority to award and execute a Personal Services Contract with Southern California Disposal.
2. Copy of the Personal Services Contract C-109961 between the City and Southern California Disposal.
3. Copy of the Board adopted Motion, dated June 20, 2011, to extend Contract C-109961 on a month-to-month basis for a period not to exceed 12 months.
4. Copy of the Board adopted Motion, dated May 18, 2012, to extend Contract C-109961 on a month-to-month basis until a new contract is fully executed.
5. Copy of the Supplemental Agreement to the Personal Services Contract C-109961 between the City and Southern California Disposal.

DISCUSSION

Background

On October 14, 2005, the Board authorized the Bureau of Sanitation 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. Southern California Disposal (SCD) was deemed to be the most qualified proposer for transfer services in the West Los Angeles wasteshed as determined through the evaluation criteria of the RFP.

On June 16, 2006, the Board authorized the Bureau to execute and award a five (5) year personal services contract with no renewal options to SCD for transfer, transport, and disposal services for City waste (Transmittal No 1).

On June 28, 2006, Contract C-109961 was executed with an expiration date of June 30, 2011 and with no renewal options. (Transmittal No. 2) On June 20, 2011, the Board authorized the extension of Contract C-109961 on a month-to-month basis not to exceed a period of 12 months (Transmittal No 3). Furthermore, on May 18, 2012, under Board's authorization, Contract C-109961 was extended on another month-to-month until a new contract is 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 \$4,200,000 (Transmittal No. 5).

The Bureau is in the process of executing a sole-source contract with SCD for the transfer of refuse from the West Los Angeles wasteshed to City-designated disposal facilities. SCD is the only permitted transfer facility in the West Los Angeles district having the capacity for City waste. The contract is pending approval of the Board of Public Works, the Mayor, and the City Council.

SCD has demonstrated the necessary qualifications to perform said services specified in the original contract, and 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 transfer, transportation and disposal services, it is the City's desire to retain SCD to provide the required professional and technical services specified in the original contract.

MBE/WBE/OBE Subcontractor Outreach Program

For the Contract C-109961, SCD pledged 8.02% MBE, 0% WBE, and 10.69% OBE. As of December 31, 2012, SCD has achieved 11.92% MBE, 0% WBE, and 13.53% OBE. The Contractor has met and exceeded their pledged percentages.

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

The achieved MBE/WBE/OBE subcontractor participation levels for SCD as December 31, 2012 are as follows:

SUBCONTRACTOR	MBE/WBE/OBE	Gender/Ethnicity	% of Contract Amount Invoiced	Subcontract Amount Invoiced
S. Ibanez Trucking	MBE	M/HA	11.92%	\$1,379,167.00
Ibanez Trucking	OBE		13.53%	\$1,565,395.00
TOTAL MBE Participation			11.92%	\$1,379,167.00
TOTAL WBE Participation			0	\$0.00
TOTAL OBE Participation			13.53%	\$1,565,395.00
TOTAL MBE/WBE/OBE Participation			25.45%	\$2,944,562.00
TOTAL Invoiced Amount (as of December 31, 2012)				\$11,568,912.76

The projected MBE/WBE/OBE subcontractor participation levels for SCD until June 30, 2014.

SUBCONTRACTOR	MBE/WBE/OBE	Gender/Ethnicity	% of Contract Amount	Anticipated Subcontract Amount
S. Ibanez Trucking	MBE	M/HA	12.18%	\$1,700,000.00
Ibanez Trucking	OBE		13.60%	\$1,898,560.00
TOTAL MBE Participation			12.18	\$1,700,000.00
TOTAL WBE Participation				\$0.00
TOTAL OBE Participation			13.60	\$1,898,560.00
TOTAL MBE/WBE/OBE Participation			25.78	\$3,598,560.00
TOTAL Anticipated Amount to June 30, 2014				\$13,960,000.00

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 SCD shall extend Contract C-109961 for additional two (2) years, effective July 1, 2012 to June 30, 2014.

The term of the Supplemental Agreement may be terminated by the City if a new contract for similar services is fully executed before June 30, 2014.

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 \$4,200,000.

As of the expiration of the month to month extension with SCD on June 30, 2012, the total expenditure was \$10,662,503. The additional two (2) years of service brings the total contract ceiling for an entire seven (7) year contracting period to \$14,862,503.

Contractor Responsibility Ordinance

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 address of SCD is located at 2329 Delaware Avenue, Santa Monica, CA 90404. SCD has a staff of 25 employees of which 36% of the employees reside 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	\$2,100,000	\$0.00	\$2,100,000
TBD	TBD	13-14	TBD	TBD	TBD

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

Bureau of Sanitation
Bureau of Contract Administration
Joint Board Report No. 1
June 19, 2013


Page 6

Respectfully submitted,




ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:




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

APPROVED AS TO FUNDS:



VICTORIA A. SANTIAGO, Director
Office of Accounting
Date: 6/11/13



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

TRANSMITTAL 1

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

BUREAU OF CONTRACT ADMINISTRATION

JOINT BOARD REPORT NO. 1

JUNE 16, 2006

AS CORRECTED**

(See Pg. 7)

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
JUN 16 2006*James J. [Signature]*
Secretary

CD: ALL

AUTHORITY TO EXECUTE CONTRACT AMENDMENT NO. 2 (CONTRACT NO. C-93688) WITH BFI INC., - SUNSHINE CANYON LANDFILL FOR DISPOSAL OF MUNICIPAL SOLID WASTE; AND OTHER RELATED CONTRACTSRECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board of Public Works be authorized to execute the following personal services contracts;
 - a) Amendment No. 2 to BFI Sunshine Canyon Landfill agreement (Contract No C-93688);
 - b) Amendment No. 2 to BFI Falcon Transfer Station agreement (Contract No. C-90393);
 - c) New personal services agreement with Southern California Disposal for transfer services for municipal solid waste from the Western watershed.
2. Upon Mayor's approval, the President or two members of the Board of Public Works will execute the contracts, and;
3. Return executed contracts to the Bureau of Sanitation for further processing (contact Board Report Section at (213)485-3242.

TRANSMITTALS

1. Copy of Bureaus of Sanitation and Contract Administration Joint Board Report No. 1, adopted by the Board of Public Works on October 14, 2005, authorizing the Bureau Director to release RFPIII for the disposal and/or transfer services for municipal solid waste outside the city's limits.
2. Copy of Board Report No. 1, adopted by the Board of Public Works on January 30, 2006 and referred to the City Council for a final policy decision on disposal of City-collected waste.
3. Copy of City Council Action relative to policy on disposal at Sunshine Canyon Landfill, dated March 29, 2006.



BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 16, 2006

PAGE 2

4. Copy of the proposed second contract Amendment No 2 to Contract No. C-93688 between the City of Los Angeles and BFI Sunshine Canyon Landfill, Inc. Originals will be delivered to the Board Office when the Board Report Section (extension 5-4232) is notified that the contract is ready for execution.
5. Copy of the proposed second contract amendment to Contract No. 90393 between the City of Los Angeles and BFI Falcon, Inc. Originals will be delivered to the Board Office when the Board Report Section (extension 5-4232) is notified that the contract is ready for execution.
6. Copy of the proposed contract between the City of Los Angeles and Southern California Disposal. Originals will be delivered to the Board Office when the Board Report Section (extension 5-3242) is notified that the contract is ready for execution.

DISCUSSION

Background

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

The City solicited proposals in RFPIII to provide for:

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

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 16, 2006

PAGE 3

A total of three (3) responsive proposals were submitted from the following companies: Waste Management Inc., MDSI of LA, and Southern California Disposal.

Southern California Disposal's proposal offered transfer service pricing only for mileage increments within fifty miles of their facility in Santa Monica to serve the Western watershed. The two remaining responsive proposals offered disposal outside the City limits as intended from the solicitation of RFP III; one proposal by (WMI) offering disposal at El Sobrante Landfill (Corona, CA, 60 miles east of Los Angeles) and the other proposal by MDSI of LA offering disposal at Avenal Landfill (Avenal, CA, 180 miles north of Los Angeles). The request for authorization to execute the contracts resulting from these proposals will be covered under separate report.

For the purpose of considering complete total disposal system options for the City's entire curbside collected wastestream, proposals from Waste Management, and MDSI were combined with current disposal service at BFI SCL and transfer service from BFI Falcon to arrive at a series of scenarios for the City Council to consider.

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

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

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

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 16, 2006

PAGE 4

tons of refuse collected per day would be delivered to BFI Sunshine Canyon Landfill.

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

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

Following the decision by the City Council to continue use of BFI Sunshine Landfill, agreements with BFI Falcon Transfer Station, BFI Sunshine Canyon Landfill and Southern California Disposal are necessary to provide continued disposal and/or transfer service for a portion of the remaining estimated 3,100 tons per day of City collected waste. The proposed amendment with BFI Sunshine Canyon Landfill (Transmittal No. 3) is the second amendment to agreement C-93688 for disposal services serving all six of the City's wastesheds. The BFI Falcon Agreement No. 90393 (Transmittal No. 4) is also an amendment to existing agreement for refuse transfer services from the Harbor wasteshed. The proposed agreement with Southern California Disposal (Transmittal No. 5) is an entirely new agreement for refuse transfer services from the Western wasteshed.

Proposed Term of Contracts

The proposed term of the BFI Sunshine Canyon Landfill second amendment will be for five (5) years starting July 1, 2006 and ending June 30, 2011. The BFI Falcon transfer station amendment will be for

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 16, 2006

DEPARTMENT OF PUBLIC WORKS
CITY OF LOS ANGELES

PAGE 5

forty (40) additional months from July 1, 2006 to October 1, 2009. The proposed term for the new agreement with Southern California Disposal contracts will be five years starting July 1, 2006 and June 30, 2011.

City Requirements

The contractors 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 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

BFI, Inc., (Sunshine Canyon Landfill) Amendment No. 2:

The City had established an MBE/WBE/OBE Subcontractor Outreach Program for this contract with anticipated MBE and WBE participation levels of 20 and 5 percent respectively. However, the City eliminated additional construction and service requirements which resulted in the loss of subcontracting opportunities. Therefore, on

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 JUNE 16, 2006

PAGE 6

February 28, 1996 the Board approved the award of this contract to BFI without MBE/WBE pledged participation levels because there were no subcontracting opportunities.

BFI, Inc., (Falcon Transfer Station) Amendment No. 2:

The City had established an MBE/WBE/OBE Subcontractor Outreach Program for this contract with anticipated MBE and WBE participation levels of 18 and 4 percent respectively. The participation levels pledged by BKK, the parent company of Falcon Refuse Center, were 3.3 percent MBE, 6.5 percent WBE, and 0.00 percent OBE. By the time Falcon Refuse Center was sold to BFI, Inc. in 1996, BKK reported participation levels at 10.03 percent MBE, 21.03 percent WBE, and 0.00 percent OBE. Since BFI assumed responsibility for the contract, they have chosen to use four different subcontractors. In Amendment No. 1, BFI pledged participation levels of 33.04 percent MBE, 0.00 percent WBE, and 0.00 percent OBE. However, the certification for the listed MBE subcontractor utilized by BFI was still pending approval by the Bureau of Contract Administration (BCA) at the time the amendment was drafted and their certification was never approved. Therefore, BCA is considering them an OBE for Amendment No. 2. As of May 22, 2006, BFI has achieved participation percentage levels of 1.80 MBE, 0.00 WBE, and 44.28 OBE. For Amendment No. 2, BFI has pledged participation levels of 6.87 percent MBE, 0.00 percent WBE, and 24.76 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

As of 1996, the MBE/WBE/OBE subconsultant participation for BKK was as follows:

SUBCONSULTANTS	GENDER/ ETHNICITY	MBE/ WBE/ OBE	% OF	
			CONTRACT AMOUNT INVOICED	SUBCONTRACT AMOUNT INVOICED
Garcia Trucking	M/HA	MBE	2.20%	\$23,102.33
Marroquin Trucking	M/HA	MBE	7.83%	82,237.61
A.R.O. Trucking	F/C	WBE	21.03%	220,829.54
Total MBE Participation			10.03%	105,339.94
Total WBE Participation			21.03%	220,829.54
Total OBE Participation			0.00%	0.00
Total Invoiced				\$1,050,000.00

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 JUNE 16, 2006

PAGE 7

** As of June 12, 2006, the MBE/WBE/OBE subconsultant participation BFI, Inc. Environmental Science Associates was as follows:

SUBCONSULTANTS	GENDER/ ETHNICITY	MBE/ WBE/ OBE	% OF CONTRACT AMOUNT INVOICED	SUBCONTRACT AMOUNT INVOICED
D.J. Garcia Trucking Co.	M/HA	MBE	1.80%	\$172,017.30
Kenny's Trucking		OBE	2.92%	280,104.00
MES Trucking		OBE	38.11%	3,649,854.00
Sanabria Trucking		OBE	3.24%	310,205.00
Total MBE Participation			1.80%	172,017.30
Total WBE Participation			0.00%	0.00
Total OBE Participation			44.28%	4,240,163.00
Total Invoiced				\$9,576,373.32

Revised contract pledged participation (including proposed Amendment No. 2):

SUBCONSULTANTS	GENDER/ ETHNICITY	MBE/ WBE/ OBE	% OF CONTRACT AMOUNT	SUBCONTRACT AMOUNT
D.J. Garcia Trucking Co.	M/HA	MBE	6.87%	\$1,177,080.86
Kenny's Trucking		OBE	1.64%	280,104.00
MES Trucking		OBE	21.32%	3,649,854.00
Sanabria Trucking		OBE	1.81%	310,205.00
Total MBE Pledged Participation			6.87%	1,177,080.86
Total WBE Pledged Participation			0.00%	0.00
Total OBE Pledged Participation			24.76%	4,240,163.00
Total Contract				\$17,123,065.00

The Office of Contract Compliance has verified the subconsultants' certification status.

Southern California Disposal Contract Award

The City had established an MBE/WBE/OBE Subcontractor Outreach Program for this contract with anticipated MBE and WBE participation levels of 15 and 5 percent respectively. The pledged participation levels are 8.02 percent MBE, 0.00 percent WBE, and 2.67 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 |

Contract pledged participation:

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 JUNE 16, 2006

PAGE 8

SUBCONSULTANTS	GENDER/ ETHNICITY	MBE/ WBE/ OBE	% OF CONTRACT	SUBCONTRACT AMOUNT
S. Ibanez Trucking	M/HA	MBE	8.02%	\$1,345,500.00
Ibanez Trucking		OBE	2.67%	448,500.00
Total MBE Pledged Participation			8.02%	1,345,500.00
Total WBE Pledged Participation			0.00%	0.00
Total OBE Pledged Participation			2.67%	448,500.00
Total Contract				\$16,784,950.00

The Office of Contract Compliance has verified the subconsultants' certification status.

Headquarters and Work Force Information

Southern California Disposal Headquarters Address: 2329 Delaware Avenue, Santa Monica, CA 90404. Approximately 50% of Southern Cal Disposal's workforce resides in the City of Los Angeles.

STATUS OF FINANCING

Upon adoption of the Fiscal Year 2006-2007 budget, funds in the amount of \$29,660,000 will be available in Fund 100, Dept. 82-Sanitation, Account 6020-Operating Supplies and Expenses, to pay BFI, Inc. and Southern California Disposal for the continuation of disposal and/or transfer station services through the end of Fiscal Year 2006-2007. The General Fund will then be reimbursed approximately \$27.4M of the total \$46M for tip fees, from revenue collected through the Solid Resources Fee. The estimated annual amount for each of these contracts both individually and combined is included in the table below.

TABLE 1.0: ESTIMATED ANNUAL COSTS FOR CONTRACTS

Contractor	Service Type	Waste-sheds	Unit Price (\$/ton)	Tons Per Day	Estimated Annual Amount
BFI-Sunshine Canyon Landfill (C-93688)	Disposal	All	\$28.12	3,652	\$26.79M
BFI-Falcon Transfer Station (C-90393)	Disposal and Transfer	Harbor	\$50.19	82	\$1.07M
Southern California Disposal (New Contract)	Transfer	Western	\$24.50	282	\$1.8M
Total					\$29.66M

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 16, 2006

PAGE 9

(JP KMG AH RPT EZ WFB)

Respectfully submitted,

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

Hannah Choi

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

Rita L. Robinson

RITA L. ROBINSON, Director
Bureau of Sanitation

John L. Reamer, Jr.

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

APPROVED AS TO FUNDS:

Craig V. Bloomquist

CRAIG V. BLOOMQUIST, Director
Office of Accounting

Date 6/15/06

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

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
SOUTHERN CALIFORNIA DISPOSAL CO.
FOR TRANSFER STATION, TRANSPORT AND
DISPOSAL SERVICES FOR CITY WASTE

JULY 2006

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
SOUTHERN CALIFORNIA DISPOSAL CO. FOR TRANSFER STATION, TRANSPORT
AND DISPOSAL SERVICES FOR CITY WASTE

TABLE OF CONTENTS

ARTICLE 1 - SECTION HEADINGS	6
ARTICLE 2 - DEFINITIONS	6
ARTICLE 3 - SITE, FACILITY AND LANDFILL	14
ARTICLE 4 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR	16
ARTICLE 5 - RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CITY	31
ARTICLE 6 - TERMINATION	32
ARTICLE 7 - SUBCONTRACTORS	37
ARTICLE 8 - COMPENSATION, INVOICING, AND PAYMENT	37
ARTICLE 9 - CHANGES OR MODIFICATION	47
ARTICLE 10 - INSURANCE AND BONDS	47
ARTICLE 11 - INDEMNIFICATION	52
ARTICLE 12 - INDEPENDENT CONTRACTORS	52
ARTICLE 13 - WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR	52
ARTICLE 14 - NONDISCRIMINATION AND AFFIRMATIVE ACTION	56
ARTICLE 15 - MINORITY, WOMEN AND OTHER BUSINESS ENTERPRISES OUTREACH PROGRAM	57
ARTICLE 16 - SUCCESSORS AND ASSIGNS	57
ARTICLE 17 - CONTACT PERSONS - PROPER ADDRESSES- NOTIFICATION	58
ARTICLE 18 - TERM OF AGREEMENT	59
ARTICLE 19 - FORCE MAJEURE	59
ARTICLE 20 - SEVERABILITY	59

ARTICLE 21 - DISPUTES	60
ARTICLE 22 - ENTIRE AGREEMENT	60
ARTICLE 23 - GOVERNING LAW	60
ARTICLE 24 - LOS ANGELES CITY BUSINESS TAX REGULATION	60
ARTICLE 25 - PARENT COMPANY GUARANTEE	61
ARTICLE 26 - CONDITIONS PRECEDENT	61
ARTICLE 27 - CHILD SUPPORT ASSIGNMENT ORDERS	62
ARTICLE 28 - LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION	63
ARTICLE 29 - EQUAL BENEFITS ORDINANCE	66
ARTICLE 30 - CONTRACTOR RESPONSIBILITY ORDINANCE	67
ARTICLE 31 - SLAVERY DISCLOSURE ORDINANCE	68
ARTICLE 32 - OWNERSHIP OF DATA	69
ARTICLE 33 AMERICANS WITH DISABILITIES ACT	69
ARTICLE 34- PROHIBITION AGAINST ASSIGNMENT OR DELEGATION	70
ARTICLE 35- DISCOUNTS	70
ARTICLE 36- BREACH	71
ARTICLE 37- WAIVER	71

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND SOUTHERN CALIFORNIA
DISPOSAL CO. FOR TRANSFER STATION, TRANSPORT AND DISPOSAL SERVICES FOR
CITY WASTE

THIS AGREEMENT is made and entered into as of the 28th day of JUNE, 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 Southern California Disposal Co., duly organized and existing in good standing
under the laws of the State of California and having a place of business in Santa Monica,
California, (hereinafter referred to as the "CONTRACTOR").

W I T N E S S E T H

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 approximately 740,000 households; and

WHEREAS, the CITY disposes of nearly all waste that it collects at its Sunshine Canyon
Sanitary Landfill, which is a great distance away from several of wastesheds served by the CITY, and
needs to secure services to accept and transfer household refuse from the CITY's collection vehicles for
transport to disposal facilities designated by the CITY; and

WHEREAS, pursuant to the provisions of the California Integrated Solid Waste Management
Act, the CITY is mandated to divert 50% of all solid waste from landfill or transformation facilities by
2000 and the Bureau has set an internal goal of 70% by 2015 through source reduction, recycling and
composting; and

WHEREAS, on October 14, 2005, the CITY issued a REQUEST FOR PROPOSALS TO PROVIDE TRANSFER STATION(S) AND TRANSPORT SERVICES FOR RESIDUAL MUNICIPAL REFUSE at SOLID WASTE FACILITIES located outside the CITY limits; and

WHEREAS, the Board of Public Works authorized the CITY to enter into negotiations of this AGREEMENT with the CONTRACTOR; and

WHEREAS, a competitive process (Disposal/Transfer Options RFP1) was held in December 2005 and no proposals in response to RFP1 offered transfer service from the Western watershed for transfer services between July 1, 2006 to June 30, 2011; and

WHEREAS, the CONTRACTOR maintains ownership of the FACILITY and SITE, in order to provide the services and rights provided in this AGREEMENT; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required disposal and transfer services as outlined in this AGREEMENT herein; and

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 to the FACILITY, a load is accepted when it is deposited on the FACILITY tipping floor; with respect to CITY WASTE delivered by the CITY directly to the LANDFILL, it is accepted when it is deposited at the LANDFILL; with respect to CITY WASTE delivered to a transfer station other than the FACILITY which is authorized by the CITY to accept such materials for transfer to the LANDFILL, it 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 FACILITY, the SITE, 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.

BULKY WASTE

Large oversized waste (also known as "hard-to-handle"), including, but not limited to stoves, sinks, mattresses, and sofas.

CALENDAR DAY

Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.

CHANGE IN LAW

The occurrence of any event or change in law specifically set forth below:

- (a) the adoption, promulgation, modification, or change in judicial or administrative interpretation occurring after the CONTRACT DATE, which adoption, promulgation, codification, or change in judicial or administrative interpretation relates to any APPLICABLE LAW; or
- (b) any order or judgment of any federal, state or local court, administrative agency or governmental body issued after the CONTRACT DATE, if:
 - (i) such order or judgment is not also the result of the willful misconduct or negligent action or inaction of

the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and

- (ii) the party relying thereon, unless excused in writing from so doing by the other party, shall take or have taken, or shall cause or have caused to be taken, all reasonable actions in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party); or
- (c) the imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, or modification of any PERMIT after the CONTRACT DATE; or
- (d) the failure of a governmental authority or agency to issue, or the suspension or termination of, any PERMIT after the CONTRACT DATE, provided such failure to issue or the suspension or termination of any PERMIT is not the result of the willful misconduct or negligent action or inaction of the party relying thereon or any third party for whom the party relying thereon is directly responsible.

CITY

The City of Los Angeles, BOARD or its subordinate bureaus.

CITY CAPACITY Has the meaning specified in section 4.1.3 of ARTICLE 4, hereof.

CITY WASTE Waste collected by the CITY, which may include plant and tree clippings and prunings; grass clippings; leaves; and other discarded greenwaste, and BULKY WASTE.

COMMENCEMENT DATE Shall be the date this AGREEMENT is attested to by the City Clerk.

CONTRACT DATE The date defined as the date the City Clerk signs this agreement and assigns a contract number to the agreement.

CONTRACT YEAR The period of time from the CONTRACT DATE to the first anniversary of the CONTRACT DATE, and from each such anniversary to the following year's anniversary.

CONTRACTOR Southern California Disposal Company.

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.

DESIGNATED SITE

Any location designated by the CITY in accordance with Section 4.2.2 of ARTICLE 4, hereof, including, but not limited to, landfills, processing facilities and intermodal transfer stations.

DIRECT COSTS

The sum of: (i) the costs of payroll directly related to the performance or supervision of any obligation pursuant to the terms hereof, consisting of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, Workers Compensation Insurance, federal and state unemployment taxes and all medical and health insurance benefits, plus (ii) the costs of materials, services, direct rental costs and supplies purchased by such party, plus (iii) the cost of travel and subsistence, plus (iv) the reasonable costs of any payments to subcontractors necessary to and in connection with the performance of such obligation, plus (v) any

other cost or expense incurred by the party which is directly or normally associated with the task-performed by the party.

EVENT OF DEFAULT Has the meaning specified in Sections 6.1 and 6.2 of ARTICLE 6, hereof.

EQUIPMENT Has the meaning specified in Section 3.3 of ARTICLE 3, hereof.

FACILITY Has the meaning specified in Section 3.3 of ARTICLE 3, hereof, or other Solid Waste Disposal Facility as so designated by the CITY.

HOUSEHOLD HAZARDOUS WASTE UNPERMITTED WASTE collected by the CITY from individuals and residences during specially designated HOUSEHOLD HAZARDOUS WASTE collection days. HOUSEHOLD HAZARDOUS WASTE includes, but is not limited to, automotive batteries, waste oil, and/or paints.

LANDFILL Has the meaning specified in Section 3.4 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.

NON-CITY WASTE Waste or materials accepted and processed for transfer at the FACILITY other than CITY WASTE delivered to the FACILITY by the CITY.

OPERATING DAY Any CALENDAR DAY for which the CONTRACTOR is obligated, pursuant to this AGREEMENT, to open the FACILITY to receive CITY WASTE collected by the CITY.

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 legal proper modifications, operations and maintenance of the FACILITY, SITE, LANDFILL and EQUIPMENT.

SERVICE FEE RATE Has the meaning specified in Section 8.1 of ARTICLE 8, hereof.

SITE Has the meaning specified in Section 3.1 of ARTICLE 3, 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; or (c) any waste that contains a radioactive material, the storage or disposal of which is subject to State of California or federal regulation.

As used in this AGREEMENT, the terms "collected by the CITY" and "delivered by the CITY" shall have the following meaning: "collected by or on behalf of the CITY" and "delivered by or on behalf of the CITY."

Words importing the singular number mean and include the plural number and vice versa.

ARTICLE 3 - SITE, FACILITY AND LANDFILL

The CONTRACTOR represents and warrants that the descriptions of the SITE, EQUIPMENT, LANDFILL and FACILITY provided in Sections 3.1, 3.3 and 3.4, hereof, are true and accurate.

3.1 Site Description

The site (herein referred to as the "SITE") is an approximately one (1) acre site comprised of multiple lots as follows: 1902-1908 five lots. The SITE is commonly referred to as 1908 Frank Street, Santa Monica, CA 90404 which is on the north side of the I-10 freeway (off of Cloverfield Boulevard) between Delaware Avenue and Virginia Avenue. The SITE occupies approximately 9000 square feet on a one-acre site zoned as Light Manufacturing and Studio District (LMSD) area in the city of Santa Monica.

3.2 Contractor's Responsibilities to Obtain and Maintain Control of the SITE

The CONTRACTOR hereby represents that it controls the SITE.

A copy of the deeds for the SITE are provided hereto. The CONTRACTOR hereby represents that the use "of the SITE, as contemplated in this AGREEMENT, is in conformance all local zoning requirements, and the terms and conditions any and all site leases and deeds.

The CONTRACTOR shall retain control of the SITE for the duration of this AGREEMENT.

3.3 Description of the Facility and Equipment

The transfer station, including all buildings and their appurtenances, located on the SITE (herein referred to as the "FACILITY") and all equipment and furnishings are designed to provide safe,

continuous CITY WASTE transfer operations. The FACILITY was built in 1992 and meets all current CITY building codes. The FACILITY is designed to transfer 1056 TONS of refuse in a 24-hour period and is currently permitted to receive and transfer 1056 TONS per day.

The FACILITY has a tipping area with access to four tipping bays. The loading area can accommodate four (4) route vehicles. The loading area has one pit platform scale and an inbound weighing scale at the entrance to the facility. The SITE is surrounded by a 10-foot high wall. Locking gates are located the entrance and exit points of the facility.

The equipment and furnishings used at the FACILITY to provide services to the CITY in accordance with this AGREEMENT includes, but is not limited to, transfer trailers; truck tractors; front-end loaders; forklifts; 40-yard roll-off containers; desks; files; office machines; and computers. Equipment and furnishings owned or leased by the CONTRACTOR, and used by the CONTRACTOR to provide services to the CITY in accordance with this AGREEMENT (herein referred to as "EQUIPMENT") are listed in Attachment F, hereto. The EQUIPMENT used and maintained at the FACILITY, as identified in Attachment F, shall at all times be sufficient for the CONTRACTOR to meet all of its obligations in accordance with this AGREEMENT.

For the purpose of providing services to non-CITY customers of the CONTRACTOR, the parties hereto acknowledge that the number and types of equipment and furnishings used by the CONTRACTOR at the FACILITY and/or to transport materials may be greater or different than the EQUIPMENT described above.

3.4 Description of Solid Waste Disposal Facility

The Sunshine Canyon LANDFILL (herein referred to as the "Solid Waste Disposal Facility") is owned and operated by BFI Corporation. The Sunshine Canyon LANDFILL is located at 14747 San Fernando Road, in the City of Sylmar, and is situated northwest of the juncture of the Interstate 14 (Palmdale Freeway), and Interstate 5 (Golden State Freeway) to the south. Access to the LANDFILL is from San Fernando Road, which runs north-south, by way of Roxford Street which adjoins the Interstate 5 Highway.

The Solid Waste Disposal Facility, as described in the Solid Waste Facilities Permit and Waste Discharge Requirements, is comprised of 542 total acres.

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

4.1 Acceptance of City Waste and Yard Trimmings Collected by the CITY

4.1.1 Hours of Operation

The CONTRACTOR shall ACCEPT deliveries of CITY WASTE and YARD TRIMMINGS collected by the CITY, at the FACILITY between the hours of 5:00 a.m. and 2:00 p.m., Monday through Friday. Should the CITY notify the CONTRACTOR of the CITY's intent to deliver more than 500 tpd of waste for a period greater than 30 days, the CONTRACTOR agrees to extend their operating hours to 4 pm. The CONTRACTOR shall not be responsible for ACCEPTING such deliveries on a LEGAL HOLIDAY. For any week in which a LEGAL HOLIDAY occurs on any day from Monday through Friday, the FACILITY shall remain open to ACCEPT such deliveries from 6:00 a.m. to 4:00 p.m. (at 500 tpd or greater refuse delivery rate

by the City) or 2pm (at less than 500 tpd refuse delivery rate by the City) on the Saturday following the LEGAL HOLIDAY

The CONTRACTOR shall comply with other CITY requests for adjusted operating hours as the CONTRACTOR is able to reasonably accommodate. Subject to COST SUBSTANTIATION, the CITY will reimburse the CONTRACTOR for any additional DIRECT COSTS incurred by the CONTRACTOR to comply with these CITY requests, plus a fee of seven (7) percent of these DIRECT COSTS. Operating the FACILITY at such other times shall not increase the number of OPERATING DAYS with respect to the calculation of the SERVICE FEE, in accordance with Section 8.1 of ARTICLE 8, hereof.

4.1.2 City Priority

The CONTRACTOR shall give the CITY'S waste collection vehicles access to the facility scalehouse and tipping floor on a "first to arrive, first to have service" basis. Non-CITY customers of the FACILITY shall not have priority service over CITY collection vehicles in the tipping area designated for larger collection trucks. The CONTRACTOR shall use best efforts to ensure that the services provided to the CITY pursuant to this AGREEMENT are not hindered, delayed or in any way interfered with because of services provided to non-CITY users of the FACILITY.

4.1.3 Acceptance of City Waste Collected by the CITY

For the term of this contract, beginning on the COMMENCEMENT DATE, the CITY CAPACITY shall be equal to 100 TONS of CITY WASTE per day.

Given two weeks advance written notice the CONTRACTOR must be able to accept up to 590 tpd of CITY WASTE (provided that the CITY commits to maintaining a 500 tpd CITY WASTE delivery level for at least eight (8) weeks thereafter), depending on the availability of

capacity at the facility at the time of the request. The CONTRACTOR shall not exceed the permitted capacity of the facility for the purpose of satisfying such a request by the CITY. CITY CAPACITY shall be based on number of tons delivered to the CONTRACTOR'S FACILITY over the working days of a given month.

As used in this AGREEMENT, CITY CAPACITY shall apply only to CITY WASTE delivered to the FACILITY by the CITY'S Bureau of Sanitation. On every OPERATING DAY, the CONTRACTOR shall receive and ACCEPT at the FACILITY, deliveries by the Bureau of Sanitation of up to the CITY CAPACITY of CITY WASTE collected by the CITY, in the aggregate", provided, however, the CONTRACTOR will ACCEPT at the FACILITY deliveries of CITY WASTE collected by the CITY, in the aggregate, in excess of each OPERATING DAY's CITY CAPACITY to the extent the FACILITY has capacity and ability to ACCEPT and process such excess deliveries for transfer, in accordance with PERMITS and APPLICABLE LAW and subject to the CONTRACTOR'S discretion to accept NON-CITY WASTE in accordance with Section 4.1.6, hereof.

4.1.4 Separation of City Waste Delivered by the City

To the extent possible, and based upon available capacity and physical requirements at the facility, the CONTRACTOR shall ACCEPT, transfer and transport CITY WASTE separately from such segregated CITY WASTE (such as YARD WASTE). The CONTRACTOR understands that the CITY has implemented its segregated CITY WASTE collection and processing program. The CONTRACTOR will notify the CITY if segregated waste cannot be maintained separately from CITY WASTE so the CITY can arrange to have segregated waste delivered elsewhere for transfer and transport to the appropriate designated site(s). Accordingly, the CONTRACTOR receiving deliveries of segregated CITY WASTE will be

required to transfer the material to the appropriate designated site for reuse or recycling in accordance with the Service Fee Rate stipulated in Article 8.

4.1.5 Contractor's Right to Accept Non-City Waste

The CONTRACTOR will have the right to provide transfer and transportation services at the FACILITY for haulers of NON-CITY WASTE. The CONTRACTOR agrees that the FACILITY capacity made available to transfer and transport such NON-CITY WASTE shall be in addition to the CITY CAPACITY. Any revenues received by the CONTRACTOR for providing such services shall accrue to the CONTRACTOR's own account.

The CONTRACTOR shall operate the FACILITY and EQUIPMENT so that the acceptance, storage (if any), processing, transferring, and disposal of NON-CITY WASTE is completely separate from that of CITY WASTE collected and delivered by the CITY, and shall ensure that NON-CITY WASTE will not be co-mingled with CITY WASTE collected and delivered by the CITY.

The CITY may, in its sole discretion, permit the CONTRACTOR to co-mingle CITY WASTE with NON-CITY WASTE for the purpose of transporting such waste to a DESIGNATED SITE. Such permission must be provided, in writing, by the Director of the CITY'S Bureau of Sanitation or his or her designee.

4.1.7 Monitoring of Waste/Exclusion of Unpermitted Waste

(A) Responsibilities

The parties acknowledge that the FACILITY 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 FACILITY.

In accordance with procedures and protocols required by PERMITS and APPLICABLE LAW, the CONTRACTOR shall diligently monitor deliveries of CITY WASTE to mitigate the potential of an inadvertent delivery of UNPERMITTED WASTE to the FACILITY. Copies of such current procedures and protocols are included in Attachment G, hereto. 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 FACILITY by the CITY, 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 FACILITY and transported to and disposed of at a Solid Waste Disposal Facility 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 incidental small quantities of household hazardous waste, and, as such, shall not be

construed as UNPERMITTED WASTE nor shall such household hazardous waste 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.

(B) Costs and Liabilities

The CONTRACTOR shall pay all costs of UNPERMITTED WASTE monitoring incurred pursuant to Section 4.1.7 of ARTICLE 4. Subject to COST SUBSTANTIATION, the CITY shall pay all DIRECT COSTS, of clean-up, removal, transportation and disposal of UNPERMITTED WASTE delivered by the CITY, provided the CONTRACTOR is able to demonstrate that such UNPERMITTED WASTE was delivered by the CITY. The CONTRACTOR shall pay all costs of clean-up, removal, transportation and disposal of all other UNPERMITTED WASTE delivered to the FACILITY. 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.

4.1.8 Truck Turnaround Time and Queuing

The CONTRACTOR shall use best efforts to ensure that the turnaround time for the CITY'S vehicles entering the SITE, including but not limited to waiting in line, weighing their loads, dumping their loads, and leaving the SITE, is no longer than twenty minutes. The parties hereto acknowledge that despite such best efforts by the CONTRACTOR, during the one hour

peak arrival time (9:15 a.m. – 10:15 a.m.) of CITY vehicles during each OPERATING DAY such turnaround times may exceed twenty minutes. Should delay caused by the CONTRACTOR be experienced at the facility in excess of twenty minutes, (during non-peak hours), the CITY may (at its own discretion) divert CITY WASTE to facilities other than those owned and operated by the CONTRACTOR.

The CONTRACTOR shall provide sufficient queuing space within the SITE boundaries to avoid, at all times, vehicles queuing on CITY streets.

4.2 Transporting of City Waste Collected by the CITY

4.2.1 Contractor's Obligation to Transfer and Transport City Waste Delivered by the City

The CONTRACTOR shall transfer and transport all CITY WASTE to DESIGNATED SITES for the disposition of CITY WASTE. All such CITY WASTE must be transferred and transported from the FACILITY to such DESIGNATED SITES within 24 hours of receipt thereof at the CONTRACTOR's FACILITY.

4.2.2 Designation of Sites for City Waste

Upon written notice to the CONTRACTOR, the CITY will direct the CONTRACTOR to transport CITY WASTE collected by the CITY, to designated landfills, processing sites, rail transfer facilities, or other locations that are permitted, in accordance with APPLICABLE LAW, to accept such CITY WASTE (such sites are herein referred to as "DESIGNATED SITES"). Such notice will specify the effective dates for the transport to and disposition of such CITY WASTE at the DESIGNATED SITE, and shall further contain all pertinent terms and conditions for the disposition at each DESIGNATED SITE, including but not limited to (i) the location of the DESIGNATED SITE; (ii) any minimum and/or maximum number of TONS of CITY

WASTE that can be deposited at the site; and (iii) the operating hours at the DESIGNATED SITE.

Notwithstanding the foregoing provision of this Section 4.2.2, the CITY may not direct the CONTRACTOR to transport CITY WASTE collected by the CITY to a DESIGNATED SITE unless prior to such designation, the CITY has advised the CONTRACTOR with regard to the CITY's intended use of such site and the pertinent terms and conditions governing such use provided, however, that the CITY shall not be obligated to disclose any competitive or confidential information or any information the CITY is prohibited, by APPLICABLE LAW, from disclosing. Furthermore, the CITY may not designate a site that (a) does not have all permits and authorizations necessary under APPLICABLE LAW for it to accept CITY WASTE collected by the CITY; (b) is listed on a federal or state superfund list, or (c) is located more than 100 miles, one-way distance, from the FACILITY as measured using the shortest available truck route from the FACILITY.

The CITY will be deemed to have satisfied the notification requirements contained in Section 4.2.2 by delivering to the CONTRACTOR a copy of all relevant Agreements which authorize and allow the CITY to deliver, or cause to be delivered, CITY WASTE collected by the CITY, to such DESIGNATED SITE.

As of the COMMENCEMENT DATE, the DESIGNATED SITE for disposal of all CITY WASTE delivered to the FACILITY by the CITY shall be the Solid Waste Facility. Such designation shall remain in force for the term of this AGREEMENT, provided however that a) all required PERMITS for the Solid Waste Facility have been secured and are in full force and effect; b) the Solid Waste Facility can accept CITY WASTE; c) the CITY has not terminated

such designation for an EVENT OF DEFAULT of the CONTRACTOR related to the Solid Waste Facility, or d) the CITY has not terminated such designation due to a CHANGE IN LAW as provided for in Section 8.1.3 of ARTICLE 8, hereof.

The CONTRACTOR shall deliver CITY WASTE collected by the CITY, to the DESIGNATED SITES in accordance with any and all contractual terms and conditions, and all rules and regulations of each DESIGNATED SITE.

The CONTRACTOR acknowledges that the DESIGNATED SITES may vary during the life of the AGREEMENT. The CONTRACTOR will be paid for the transporting of CITY WASTE and segregated CITY WASTE collected by the CITY, to such DESIGNATED SITES in accordance with ARTICLE 8, hereof. Except as provided for in Section 4.2.3 of ARTICLE 4, hereof, and except for the disposal of CITY WASTE at the LANDFILL in accordance with this AGREEMENT, the CITY will directly pay the operator or owner, as appropriate, of the DESIGNATED SITES any charges or fees for the use of such DESIGNATED SITE by the CITY in accordance with the contracts between the CITY and such operators or owners.

The CITY shall be authorized from the date of full execution of this AGREEMENT to deliver HOUSEHOLD REFUSE to any other transfer station, located either within the CITY or east or outside the defined Western Service Transfer Region, as authorized by the CITY, for disposal of such HOUSEHOLD REFUSE at the LANDFILL, so long as the LANDFILL is operating and permitted to accept such materials.

4.2.3 Contractor's Option to Identify and/or Secure Landfill Options

The CONTRACTOR may identify potential Solid Waste Disposal Facility sites for CITY WASTE collected by the CITY, and deliver to the Facility. If the CONTRACTOR identifies any such sites, the CONTRACTOR shall notify the CITY of the availability of such facility capacity and any pertinent information required for the CITY to evaluate the suitability of the facility for CITY use, including, without limitation, tip fees, contract terms, and permit limitations.

If requested by the CITY, the CONTRACTOR agrees to negotiate in good faith the scope-of-services and payments to be made to the CONTRACTOR for assisting the CITY in securing any identified Solid Waste Facility. Upon mutual agreement on *such terms, the CONTRACTOR shall assist the CITY in securing facility capacity.

The CONTRACTOR and CITY agree to cooperate with each other to obtain facility capacity for their mutual benefit. In such instances, each party shall bear its own costs for identifying and securing this facility capacity. If the CONTRACTOR is able to secure facility capacity for both the CITY'S and its own use, then the CONTRACTOR shall offer such capacity to the CITY. If the CITY accepts such offer, as permitted by APPLICABLE LAW, the CONTRACTOR shall enter directly into such Agreements for the use of such facility capacity, and the CITY shall designate such facility for the disposal of CITY WASTE collected by the CITY and delivered by the CITY to the FACILITY, and, subject to COST SUBSTANTIATION, reimburse the CONTRACTOR its DIRECT COST of disposing of the CITY WASTE collected by the CITY at the so designated facility.

Notwithstanding anything to the contrary in the provisions of this Section 4.2.3, the CITY shall have the right, in its sole discretion, to enter into Agreements for facility capacity for CITY

WASTE collected by the CITY without consultation, except as provided in section 4.2.2 of this Section 4.2, or participation with the CONTRACTOR.

4.3 Staffing

The CONTRACTOR shall employ staff sufficient to operate, maintain, and manage the FACILITY and EQUIPMENT in accordance with generally accepted practices of the waste management industry, and to perform its obligations under this AGREEMENT, which shall include, without limitation, weighing of trucks; monitoring loads; spotting and separating segregated-type CITY WASTE (based on sufficient capacity and space availability at the FACILITY) reserved for delivery to a Solid Waste Disposal Facility for reuse or recycling, and transferring of CITY WASTE to the designated sites; operating and maintaining all equipment, machinery, buildings, and providing reasonable security.

4.4 Operation and Maintenance of Facility and Equipment

The CONTRACTOR shall pay for all costs incurred in operating and maintaining the FACILITY and EQUIPMENT in order to receive, ACCEPT, store, process, and transfer CITY WASTE collected by the CITY in accordance with the provisions of this AGREEMENT. Such costs shall include, without limitation, labor, materials, utilities, maintenance, equipment replacement, insurance, taxes, rents, lease payments, and performance bonds.

The CONTRACTOR shall operate and maintain the FACILITY and EQUIPMENT in accordance with the provisions of this AGREEMENT, in 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 CONTRACTOR 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.

4.5 Recycling at the Transfer Station

The CONTRACTOR shall not be required to recover recyclables from CITY WASTE delivered to the FACILITY due to space, safety, and liability concerns on the part of the CONTRACTOR. Recycling of CITY WASTE by the CONTRACTOR is not permitted unless the terms pertaining to Section 4.5 are modified as per Article 9. Changes or Modification, of this agreement.

4.6 Contingency Disposal Service

If the CITY'S primary disposal facility experiences delays or incapacitation , the CONTRACTOR upon request by the CITY shall provide contingent disposal services to the CITY based upon available capacity and availability at the CONTRACTOR'S contingent disposal facility.

4.7 Permits

The CONTRACTOR shall secure and maintain all PERMITS.

The CONTRACTOR hereby represents that, as of the CONTRACT DATE, all PERMITS required to perform its obligations in accordance with this AGREEMENT have been secured and are in full force and effect. Copies of all PERMITS are provided in Attachment E, hereto (for the LANDFILL, a schedule of operating PERMITS only is identified in Attachment E).

The CONTRACTOR shall notify the CITY in writing, as soon as practicable, of any proposed or actual changes in or modifications of any PERMIT. 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.

4.8 Weighing Records

4.8.1 Measurement Devices and Procedures

The CONTRACTOR shall operate and maintain certified motor vehicle scales at the FACILITY in accordance with APPLICABLE LAW. The CONTRACTOR shall weigh upon such certified motor vehicle scales and record the gross and tare weights of all CITY vehicles delivering CITY WASTE to the FACILITY.

4.8.2 Estimates During Incapacitation

To the extent practical, if any of the certified motor scales is incapacitated or being tested, all CITY vehicles and transfer trailers transporting CITY WASTE delivered by the CITY 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 CONTRACTOR shall provide portable scales to be used in their place, until the permanent scales are operable.

Pending installation of portable scales, the CONTRACTOR shall estimate the quantity of CITY WASTE delivered by the CITY and transferred for disposal, on the basis of delivery truck and transfer trailer volumes, tare weight, landfill and/or processing and composting facility weigh records, and data obtained through historical information. The CONTRACTOR shall estimate the quantity of segregated CITY WASTE on the basis of data obtained from recycling outlets such as a8 preprocessor, material brokers or end users. These estimates shall take the place

of actual weighing and shall be the basis for records during the scale outage. It is the responsibility of the CONTRACTOR to minimize the time that the scales are out of service.

4.8.3 Weigh Records

The CONTRACTOR shall maintain the following daily records:

- (i) the number of TONS of CITY WASTE including segregated CITY Waste as a separate category (if the CONTRACTOR is able to accept segregated CITY WASTE) collected by the CITY that are ACCEPTED at the FACILITY;
- (ii) the number of TONS of CITY WASTE transferred, transported to and disposed of or processed at each DESIGNATED SITE;
- (iii) the number of TONS of segregated CITY Waste collected by the CITY and transferred and transported to each DESIGNATED SITE;

In each case such records shall indicate, to the extent practicable, the date and time of arrival or departure of each vehicle transporting CITY WASTE and segregated 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 modem, disk or e-mail 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 4.8.3 shall survive the termination of this AGREEMENT.

4.8.4 Testing of Motor Vehicle Scales

The CONTRACTOR shall provide written notice to the CITY at least five (5) CALENDAR DAYS prior to any test of the motor vehicle scales. The CONTRACTOR shall provide the CITY with copies of such test results upon request by the CITY therefore. The CONTRACTOR shall test and calibrate, as necessary, all of the motor vehicle scales at the FACILITY in accordance with APPLICABLE LAW.

In addition, the CITY shall have the right to request, in writing, a test of any or all of the motor vehicle scales at the FACILITY. The CONTRACTOR shall test the motor vehicle scales within a reasonable time of the CITY's request.

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.

4.8.5 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, to monitor compliance with the provisions of this Section 4.8 of ARTICLE 4.

4.9 Bulky and Special Wastes

In its sole discretion, the CITY may deliver to the FACILITY, and the CONTRACTOR shall ACCEPT at the FACILITY, separately collected BULKY WASTE. Such BULKY WASTE shall be considered CITY WASTE for the purposes of this AGREEMENT.

4.10 Payment of Performance Damages

The CONTRACTOR shall pay performance damages in accordance with ARTICLE 8, hereof, for its failure to ACCEPT, transfer, and transport CITY WASTE collected by the CITY, in accordance with ARTICLE 4.

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

5.1 City Deliveries

The CITY shall deliver CITY WASTE collected by the CITY, to the FACILITY during the operating hours described in Section 4.1.1 of ARTICLE 4, hereof.

5.2 City Collection Vehicles

The CITY shall deliver CITY WASTE collected by the CITY in its 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 FACILITY or LANDFILL, provided that title to any UNPERMITTED WASTE mixed in such CITY WASTE shall not transfer to the CONTRACTOR.

5.4 Designation of Sites

The CITY shall designate sites (within 50 one-way miles of the FACILITY) for the processing, composting, and/or disposal of CITY WASTE collected by the CITY and delivered to the FACILITY in accordance with the provisions of Section 4.2.2 of ARTICLE 4, hereof, provided, the CITY is able to obtain binding contracts for sufficient disposal, composting or processing capacity, as case may be, for all the CITY WASTE collected by the CITY throughout the entire CITY. If the CITY is unable to obtain such binding contracts for all of the CITY WASTE collected by the CITY throughout the entire CITY, then the CITY will have the right, in its sole discretion, to designate any portion of such available capacity for the processing, composting and/or disposal of CITY WASTE and YARD TRIMMINGS collected by the CITY and delivered to the FACILITY.

5.5 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 FACILITY and SITE through a lease, ownership or other 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 ACCEPT CITY WASTE collected by the CITY, in the amounts described in Section 4.1.3 of ARTICLE 4, hereof, for a period of two (2) or more consecutive OPERATING DAYS at any time after the COMMENCEMENT DATE;
 - (vii) Failure to operate and maintain the FACILITY or EQUIPMENT in compliance with all PERMITS and APPLICABLE LAW;
 - (viii) Failure to maintain the insurance or self insurance, and performance bond, required by the provisions of ARTICLE 10, hereof;
 - (ix) Failure to comply with ARTICLE 24, hereof;
 - (x) Failure to satisfy the conditions precedent described in ARTICLE 26, hereof; and
 - (xii) Repeated and persistent failure to perform any other material obligation of the CONTRACTOR under the terms of this AGREEMENT.

Except for items (i) and (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.

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; and
- (iii) Failure to identify DESIGNATED SITES in accordance with Section 4.2.2 of ARTICLE 4, hereof and Section 5.5 of ARTICLE 5, hereof.

The forgoing 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.

6.3 Termination of Agreement for an Event of Default

Either party may terminate this AGREEMENT, in whole or in part, 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 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.

For an EVENT OF DEFAULT by the Southern California Disposal Co. related to the Solid Waste Disposal Facility, the CITY may choose in sole discretion, to terminate the designation of the Solid Waste Disposal Facility as a DESIGNATED SITE for the disposal of CITY WASTE collected by the CITY rather than terminate the entire AGREEMENT. No such termination of the designation of the Solid Waste Disposal Facility as a DESIGNATED .SITE may occur unless the Southern California Disposal Co. is given notice, an opportunity to consult with the CITY, and a hearing before the BOARD in accordance with (i), (ii), and (iii) of this Section 6.3. Any termination of the designation of the Solid Waste Disposal Facility as a DESIGNATED SITE (provided that the DESIGNATED SITE located within 50 miles of the FACILITY) shall not affect the other terms and conditions of this AGREEMENT.

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 their 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. In the event that the termination by the CITY is for an EVENT OF DEFAULT of the CONTRACTOR, the above compensation shall be subject to offset and withholding by the CITY of amounts due the CONTRACTOR to the extent of any additional costs incurred by the CITY in completing the terminated services and work under this AGREEMENT.

ARTICLE 7 - SUBCONTRACTORS

Should the CONTRACTOR elect to engage subcontractors not listed in Attachment D, hereof for work segments over \$10,000 per year, their selection shall have prior written approval of the CITY. The CONTRACTOR shall not eliminate or diminish the level of participation of any subcontractor listed in Attachment D, hereof, including minority business enterprises and women business enterprises subcontractors without written approval of the CITY, which approval shall not be unreasonably withheld.

Subcontracting of any work segments does not relieve the CONTRACTOR of any of its obligations under this AGREEMENT.

ARTICLE 8 - COMPENSATION, INVOICING, AND PAYMENT

8.1 CITY WASTE Tonnage

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

8.1.1 Service Fees

The service fee for the month is calculated by multiplying the tonnage of CITY Waste collected by the CITY and ACCEPTED by the CONTRACTOR, with the following per TON service fee rates for the applicable services provided:

Service: Transfer and haul of material to a DESIGNATED SITE to the LANDFILL or other solid waste disposal facilities:

Table A.

Transfer Service Rates	One-way mileage	One way mileage	Daily Tonnage
<u>Material Type</u>	<u>0 - 25 miles</u>	<u>25 - 50 miles</u>	<u>tpd</u>
CITY WASTE	\$21.91 ^{(1),(3)}	\$49.00 ⁽⁴⁾	500 or greater
CITY WASTE	\$22.15 ^{(2),(3)}	\$49.00 ⁽⁴⁾	100 - 499

1. The \$21.91 rate will only apply to loads (at 500 tpd or greater) received before 3pm.
2. For loads delivered after 3pm, the \$22.15 rate will apply regardless of daily tonnage amount delivered.
3. The transfer service rates shall be adjusted each week by adding a Transportation Fuel Surcharge.
4. This rate shall not be adjusted for transportation fuel charge.

8.1.1.1 Transportation Fuel Surcharge

The fuel component of the transfer service rate (refer to Table B) shall be adjusted each week by adding the Transportation Fuel Surcharge for any week when the average "On-Highway" Diesel fuel price exceeds \$2.40 per gallon for the month. The Transportation Fuel Surcharge shall be calculated by determining the average On-Highway Diesel fuel price for the week, then subtracting \$2.40 per gallon from the average, then multiplying the resultant differential by 0.50 per ton (the transportation-fuel-surcharge-factor).

$$\text{Transportation-fuel-surcharge-factor} = (50\text{miles}) / (4.75\text{mpg})(21\text{tons}) = 0.50$$

$$\text{Transportation Fuel Surcharge} = (\text{Average Fuel Price} - \$2.40) * 0.50$$

While determining the Average Fuel Price, CONTRACTOR shall use the greater of either the actual price paid for fuel by CONTRACTOR or the Retail ON-Highway Diesel of the Energy Information Administration (official energy statistics of the U.S. government) – Weekly Retail Gasoline and Diesel Prices (U.S.).

For the purposes of determining the one way mileage from the FACILITY to each DESIGNATED SITE, the shortest available legal truck route shall be utilized.

The CPI adjustable Component of the Transfer Service Rate (refer to Table B) of this ARTICLE shall be firm for the first CITY fiscal year of the AGREEMENT and will be adjusted July 1, 2007 following the contract execution date, and on each July 1st thereafter within the AGREEMENT term, to reflect the cumulative changes in the Consumer Price Index (CPI-U) for the preceding June compared with the CPI-U for June in the prior fiscal year. Since CPI statistics for any particular month are not available until the middle of the following month, the CONTRACTOR will submit an additional invoice in July reflecting the CPI adjustment effective from July 1st to the published date of the June CPI statistics.

$$IN = [(CPI-U_a) \div (CPI-U_b)]$$

where

IN = the annual inflation factor

CPI-U_a = the published CPI-U for the June immediately preceding the date of the adjustment

CPI-U_b = the published CPI-U for the June one year prior to CPI-U_a

The CPI-U will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles – Anaheim – Riverside Metropolitan area. IN (the annual inflation factor) may not exceed six percent (6%). The inflation factor shall not be applied to passthrough taxes, governmental fees, nor the fuel component of the transfer service rate.

Table B. Transfer Service Rate Components

Transfer Service Rate	CPI Adjustable Component of the Transfer Service Rate	Fuel Component of the Transfer Service Rate
\$22.15	\$21.05	\$1.10
\$21.91	\$20.81	\$1.10

8.1.2 Passthrough Taxes and Governmental Fees

The passthrough taxes and governmental fees ("TX") shall be equal to the sum of any taxes 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 handling, transfer, transportation or disposal of CITY WASTE collected by the CITY, provided, such taxes and fees are only applicable to municipal solid waste facilities or the handling, transportation or disposal of municipal solid waste. Notwithstanding anything to the contrary in the foregoing, the passthrough taxes and governmental fees 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 or governmental

fee that the CONTRACTOR believes it can include in the SERVICE FEE rate 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 rate. 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 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 rate, as provided in this Section 8.1.2, only the related actual or accrued passthrough taxes or governmental fees that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

The CONTRACTOR shall provide in the monthly invoices prepared for the CITY in accordance with Section 8.2 of this ARTICLE 8, COST SUBSTANTIATION for any payments or accruals of such taxes and governmental fees.

The parties hereto agree that as of the CONTRACT DATE, applicable passthrough taxes or governmental fees are applied to any tonnage delivered to the FACILITY.

8.1.3 Adjustments Due to Changes in Law

Subject to COST SUBSTANTIATION, 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 learns of any CHANGE IN LAW that will require an adjustment in the SERVICE FEE. In such notice the CONTRACTOR shall describe the CHANGE IN LAW, provide the reasons for the adjustment in the SERVICE FEE. The CONTRACTOR shall provide in the monthly invoices 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. 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 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 the 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 collected by the CITY, 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 FACILITY is of utmost importance, (2) that delays in operation or failure to ACCEPT CITY WASTE 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 CITY WASTE 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:

$$PD = DC + SF2 - SF1$$

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 collected by the CITY (unit: \$);

"SF1" = the SERVICE FEE that the CITY would have paid had the CONTRACTOR not wrongfully rejected any CITY WASTE collected by the CITY, plus the estimated cost of processing and/or disposal of such CITY WASTE collected by the CITY at the DESIGNATED SITES (unit: \$); and

"SF2" = the SERVICE FEE for the month, exclusive of the performance damage payment ("PD"), plus the actual cost for the month for

the processing and/or disposal of the CITY WASTE collected by the CITY at the DESIGNATED SITES (unit: \$).

To calculate "SF1", 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 by multiplying the percentages of CITY WASTE collected by the CITY that were delivered and ACCEPTED at the FACILITY during the three most recent months in which CITY WASTE collected by the CITY were ACCEPTED at the FACILITY by the total quantity of wrongfully rejected waste. The calculation of the haul and processing/disposal costs component of "SF1" shall be made such that the estimated aggregate haul 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 each DESIGNATED SITE.

8.1.5 Year End Reconciliation of Service Fee

Following the end of each CONTRACT YEAR, the year end reconciliation of the service fee shall be the product of the difference between the annual minimum tonnage and the sum of tons times the Service Fee Rate.

Following the end of each CONTRACT YEAR, the CONTRACTOR shall calculate reconciliation of the Service Fee in accordance with this Section 8.1.5. Any amount due the CONTRACTOR shall be added to the SERVICE FEE in the first month following the end of the CONTRACT YEAR.

8.2 Preparation of Invoices

Beginning on the calendar month first following the COMMENCEMENT DATE, and on a biweekly basis thereafter, the CONTRACTOR shall invoice the CITY indicating the amount due and payable by the CITY for services rendered in the prior biweekly billing period. 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 15th 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.

The information provided in each invoice shall include, but not be limited to, the billing period the services were provided; the number of OPERATING DAYS during the month; the number of TONS of CITY WASTE ACCEPTED at the FACILITY, and the number of TONS of segregated CITY Waste separately collected by the CITY and ACCEPTED at the recycling or reuse FACILITY.

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

Division Manager
Solid Resources Support Services Division
Attention: Administration Section
Bureau of Sanitation
419 S. Spring St., Suite 800
Los Angeles, CA 90013.

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.

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 upon approval by the Board of Public Works.

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 listed on Attachment A 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 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, 1200 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 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 \$998,000 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.

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 for the active negligence or willful misconduct of the CITY, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any and all of the CITY's 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, attorneys' fees and costs of litigation, damage for liability of any nature whatsoever, for death or injury to any person, including the 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 sub-contractor 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:
 - (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 D, 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 be 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 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:

Bureau of Sanitation

Solid Resources Support Services
Division Manager

1149 Broadway., Suite 800

Los Angeles, CA 90015

(213) 485-3637

To the CONTRACTOR:

Mr. Sam Kardashian, President

Southern California Disposal Company

2329 Delaware Avenue

Santa Monica, CA 90404

(310) 828-6444

ARTICLE 18 - TERM OF AGREEMENT

The term of this AGREEMENT, unless terminated earlier in accordance with the provisions of this AGREEMENT, shall expire on ~~June 30, 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 City of Los Angeles. 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 Southern California Disposal Company, (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 C, 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 C.

ARTICLE 27 - 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 28 - 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 29 - 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 30 - 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 agrees to:

1. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the

CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract;

2. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance;
3. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

ARTICLE 31 - 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 32 - OWNERSHIP OF DATA

- 32.1 Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, 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 32.2, 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.
- 32.2 Specifically with regard to the computer data files specified in Article 32.1, 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 33 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, and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act which is attached hereto as "Attachment A" and incorporated herein by this reference.

ARTICLE 34- 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 35- DISCOUNTS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discounts to payments made under this Contract which meet the discount terms. The CONTRACTOR offers the CITY a discount of 0.45% if the invoice is paid 30 days from the date of receipt.

ARTICLE 36- 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 37- 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 Southern California Disposal Co., Inc.

FOR THE CITY OF LOS ANGELES

FOR SOUTHERN CALIFORNIA DISPOSAL CO.

APPROVED AND AGREED TO:

APPROVED AND AGREED TO:

BY Cynthia M. Ray
BY _____
TITLES BPW
DATE 6/28/06

BY Alvin Albin
TITLE Vice President
DATE 6/27/06

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 Julia
Deputy City Clerk

DATE 6/28/06

DATE 6-28-06



C-109961

C-1
LIVING WAGE ORDINANCE
FORMS

**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

EMPLOYEE INFORMATION FORM

Contract No.: _____

Awarding City Department: BUREAU OF SANITATION

Name of Company: SOUTHERN CALIFORNIA DISPOSAL CO.

Company Phone Number: (310) 828-6444 Prime Contractor: Yes No

If no, state the name of the Prime Contractor: _____

Number of employees working on this City Contract and listed on the attached payrolls: 8

The Living Wage Ordinance requires that subject employers provide to employees: (1) as of July 1, 2005 a wage of at least \$9.08 per hour with health benefits of \$1.25 per hour, or \$10.33 per hour without health benefits (to be adjusted annually); (2) at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and (3) at least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.

EMPLOYEE INFORMATION

A contractor is required to provide to the OCC the following information within 10 days of contract execution:

- A copy of your most recent payroll. Attach it to this form and indicate on the payroll which employees are working on this City contract.
- If health benefits (such as medical, dental, vision, mental health, and disability insurance) are provided to employees, submit a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits. Indicate how much, if any, employees pay for co-premiums.
- A copy of your company's current paid and unpaid time off policy for the employees working on the City contract.

Failure to comply with these requirements will result in withholding of payments by the City Controller, or a recommendation to the awarding authority for contract termination. All information submitted is subject to verification, and false information may result in contract termination.

NOTE: Payrolls and health benefits information need not be submitted if all employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below and sign as requested

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

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

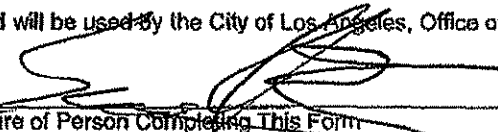
SAMUEL V. KARDASHIAN

Print Name of Person Completing This Form

PRESIDENT

Title

Form OCC/LW-B, Rev. 06/05



Signature of Person Completing This Form

6/29/06

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

Name of Contractor: SOUTHERN CALIFORNIA DISPOSAL CO.

Contact Person: MIKE MATOSIAN Phone Number: (310) 828-6444

Awarding City Department: BUREAU OF SANITATION Contract Number: _____

A contractor must provide to the Office of Contract Compliance (OCC) a list of all subcontractors working under the agreement within 10 days of execution. Attach additional sheets as needed.

I have no subcontractors working on this City contract. (Sign at the bottom of page 2)

SUBCONTRACTOR INFORMATION FORM

Subcontractor Name: <u>SERGIO IBANEZ TRUCKING</u>	Phone Number: <u>(323) 353-2302</u>
Address: <u>5767 OMAHA ST. #1, LOS ANGELES CA 90042</u>	Start Date: <u>7/1/06</u> End Date: <u>6/30/11</u>
Contact person: <u>SERGIO IBANEZ</u>	Total Amount of Subcontract: \$ <u>281,250.00</u>
Purpose of Subcontract: <u>HAULING</u>	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)? Yes _____ No <u>✓</u>	
Is this subcontractor a one-person contractor, employing no workers? Yes <u>✓</u> No _____	

Subcontractor Name: <u>CESAR IBANEZ TRUCKING</u>	Phone Number: <u>(323) 353-2302</u>
Address: <u>5767 OMAHA ST. #1, LOS ANGELES CA 90042</u>	Start Date: <u>7/1/06</u> End Date: <u>6/30/11</u>
Contact person: <u>CESAR IBANEZ</u>	Total Amount of Subcontract: \$ <u>93,750.00</u>
Purpose of Subcontract: <u>HAULING</u>	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)? Yes _____ No <u>✓</u>	
Is this subcontractor a one-person contractor, employing no workers? Yes <u>✓</u> No _____	

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)? Yes _____ No _____	
Is this subcontractor a one-person contractor, employing no workers? Yes _____ No _____	

SUBCONTRACTOR INFORMATION (cont.)

Contractor Name: _____ Contract No.: _____ City Department: _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

Subcontractor Name:	Phone Number:
Address:	Start Date: End Date:
Contact person:	Total Amount of Subcontract: \$
Purpose of Subcontract:	
Is this subcontractor organized as a non-profit under IRS section 501(c)(3)?	Yes _____ No _____
Is this subcontractor a one-person contractor, employing no workers?	Yes _____ No _____

SAMUEL V. KARADSIAN
 Print Name of Person Completing This Form
6/27/06
 Date

[Signature]
 Signature of Person Completing This Form
PRESIDENT
 Title

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: BUREAU OF SANITATION Contact/Phone: (213) 473-7921

SECTION 1. CONTACT INFORMATION

Company Name: SOUTHERN CALIFORNIA DISPOSAL CO.
 Company Address: 2329 DELAWARE AVENUE
 City: SANTA MONICA State: CA Zip: 90404
 Contact Person: MIKE MATOSIAN Phone: (310) 828-6444 Fax: (310) 829-9240

I am a one-person contractor, and I have no employees. Yes No (If you answered "Yes," go to Section 3)

Approximate Number of Employees in the United States: 28

Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment				
3	Vision Plan II (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO. Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent. Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis. Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
- Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
- Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 27 day of June, in the year 2006, at Santa Monica, CA
(City) (State)


Signature

SAMUEL V. KARDASHIAN
Name of Signatory (please print)

PRESIDENT
Title

P.O. Box 25669
Mailing Address

LOS ANGELES, CA 90025
City, State, Zip Code

95-2730117
Federal ID Number

SUBCONTRACTOR DOC

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

SUBCONTRACTOR'S DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance
 (Los Angeles Administrative Codes Sections 10.36 et seq. and 10.37 et seq.)

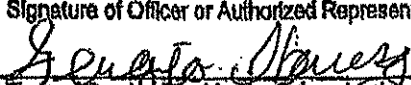
A subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contract Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption. In general, the SCWRO requires that, in cases of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. The basic requirements of the LWO obligate prime contractors and subcontractors:

- (a) To pay covered employees a wage no less than the minimum initial compensation of \$9.08 per hour (adjusted July 1, 2005) with health benefits, as referred to in (c) below, or otherwise \$10.33 per hour (adjusted July 1, 2005). Such rates shall be adjusted annually and shall become effective July 1;
- (b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off;
- (c) Where so elected under (a) above, to pay at least \$1.25 per hour per employee toward the provision of health benefits for the employees and their dependents;
- (d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer;
- (e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
- (f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

A prime contractor is responsible for ensuring that each subcontractor complies with the SCWRO and LWO, including reporting requirements. As part of the reporting requirements, each subject subcontractor must sign and submit this Declaration of Compliance to the Office of Contract Compliance within 90 days of execution of the subcontract. By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

If a subcontractor fails to complete and submit this form to the Office of Contract Compliance, the prime contractor may be deemed to be in violation of the LWO and SCWRO for failing to ensure its subcontractor's compliance with the Ordinances. This may result in withholding of payments due the prime contractor, or termination of the prime contractor's agreement with the City.

Check box only if applicable: I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City agreement.

Company Name SERGIO IBAÑEZ TRUCKING [Click Here To Type]	Company Address 5767 OMAHA ST. #1 LOS ANGELES CA 90042	Phone Number (323) 353-2302
Signature of Officer or Authorized Representative 	Type or Print Name and Title SERGIO IBAÑEZ, OWNER	Date 6/28/06
Type of Service Provided by Subcontractor HAULING	Name of Prime Contractor SOUTHERN CALIFORNIA DISPOSAL CO. [Click Here To Type]	Contract Number [Click Here To Type]

SUBCONTRACTOR DOC

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

SUBCONTRACTOR'S DECLARATION OF COMPLIANCE
Service Contract Worker Retention Ordinance and the Living Wage Ordinance
 (Los Angeles Administrative Codes Sections 10.36 et seq. and 10.37 et seq.)


A subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contract Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption. In general, the SCWRO requires that, in cases of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. The basic requirements of the LWO obligate prime contractors and subcontractors:

- (a) To pay covered employees a wage no less than the minimum initial compensation of \$9.08 per hour (adjusted July 1, 2005) with health benefits, as referred to in (c) below, or otherwise \$10.33 per hour (adjusted July 1, 2005). Such rates shall be adjusted annually and shall become effective July 1;
- (b) To provide at least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least 10 additional days per year of uncompensated time off;
- (c) Where so elected under (a) above, to pay at least \$1.25 per hour per employee toward the provision of health benefits for the employees and their dependents;
- (d) To inform employees making less than \$12 per hour of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer;
- (e) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and,
- (f) Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing.

A prime contractor is responsible for ensuring that each subcontractor complies with the SCWRO and LWO, including reporting requirements. As part of the reporting requirements, each subject subcontractor must sign and submit this Declaration of Compliance to the Office of Contract Compliance within 90 days of execution of the subcontract. By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

If a subcontractor fails to complete and submit this form to the Office of Contract Compliance, the prime contractor may be deemed to be in violation of the LWO and SCWRO for failing to ensure its subcontractor's compliance with the Ordinances. This may result in withholding of payments due the prime contractor, or termination of the prime contractor's agreement with the City.

Check box only if applicable: I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City agreement.

Company Name CESAR IBÁÑEZ TRUCKING [Click Here To Type]	Company Address 5707 OMAHA ST. # 1 LOS ANGELES, CA 90042	Phone Number (323) 353-2302
Signature of Officer or Authorized Representative 	Type or Print Name and Title CESAR IBÁÑEZ, OWNER	Date 6/21/06
Type of Service Provided by Subcontractor HAULING	Name of Prime Contractor SOUTHERN CALIFORNIA DISPOSAL CO. [Click Here To Type]	Contract Number [Click Here To Type]

SOUTHERN CALIFORNIA DISPOSAL CO.
2329 DELAWARE AVENUE
SANTA MONICA, CA 90404

CURRENT PAID AND UNPAID TIME OFF POLICY
As of June 26, 2006

12 Paid days off per year for sick leave, vacation leave at employees' request. Pro-rated for part-time employees.

10 Unpaid additional days off per year for sick leave, family leave. Pro-rated for part-time employees.

PAYROLL REGISTER

06/26/06

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)

P.O. Box 25669

DEPT:

ALL

FEDERAL I.D. 95-2730117

FOR: 06/23/2006 thru 06/23/2006

Los Angeles, CA 90025

(STD2)

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	NOT DED	NET
<i>Bi-weekly Plus 13 HRS OVERTIME</i>								
06/23/06	0623	1666.69	13.00	127.51	154.00	29.20	63.33	1292.15
	SDI						13.33	
	DEFERRED						30.00	
	PERIOD	1666.69	13.00	127.51	154.00	29.20	63.33	1292.15
	YTD	20850.28	136.50	1595.03	1899.00	352.95	688.15	16315.15
	CURRENT TOTAL	1666.69	13.00	127.51	154.00	29.20	63.33	1292.15
	COMPANY TOTAL	20850.28	136.50	1595.03	1899.00	352.95	688.15	16315.15

REGULAR WAGE = 16.75 PER HOUR

HEALTH INSURANCE = 10. PER HOUR

PAYROLL REGISTER

06/26/06

Page

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)
P.O. Box 25669

DEPT: ALL
FEDERAL I.D. 95-273011
For: 06/23/06 thru 06/23/06

Los Angeles, CA 90025 (STD2)

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	TOT DED	NET
<i>Pi - Weekly Plus 1 1/2 hrs. Overtime</i>								
06/23/06	0623	1626.27	15.50	124.41	107.00	15.54	61.80	231.77
							13.01	
							48.79	
		1626.27	15.50	124.41	107.00	15.54	61.80	231.77
PERIOD		2088						

REGULAR WAGE = 15.75 PER HOUR

MEDICAL INSURANCE = 1.01 PER HOUR

PAYROLL REGISTER

06/26/06

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)
P.O. Box 25669

Los Angeles, CA 90025

(STD2)

DEPT: ALL
FEDERAL I.D. 95-2730117
For: 06/23/2006 thru 06/23,

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	VOI DED	
<i>Bi-weekly Plus 14 Hrs. OVERTIME</i>								
06/23/06	0623	1212.00	14.00	92.72	84.00	12.99	46.06	978
							9.70	
							36.36	
		-----	-----	-----	-----	-----	-----	-----
PERIOD		1212.00	14.00	92.72	84.00	12.99	46.06	978
YTD		14937.00	136.50	1142.68	965.00	150.58	499.21	12179
		-----	-----	-----	-----	-----	-----	-----
CURRENT TOTAL		1212.00	14.00	92.72	84.00	12.99	46.06	978
		-----	-----	-----	-----	-----	-----	-----
COMPANY TOTAL		14937.00	136.50	1142.68	965.00	150.58	499.21	12179

REGULAR WAGE = 12.00 PER HOUR

HEALTH INSURANCE = 1.32 PER HOUR

PAYROLL REGISTER

06/26/06

Page

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)
P.O. Box 25669

DEPT: ALL
FEDERAL I.D. 95-273022
For: 06/23/2006 thru 06/23/06

Los Angeles, CA 90025 (STD2)

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	NOT DED	NET
<i>B. - WEEKLY PLUS 1 1/2 HRS OVERTIME</i>								
06/23/06	0623	1503.75	13.50	115.04	108.00	14.15	57.14	1219.56
	SDI						12.03	
	DEFERRED						45.11	
	PERIOD	1503.75	13.50	115.04	108.00	14.15	57.14	1219.56
	YTD	18457.50	127.00	1412.00	1058.00	116.92	614.87	15255.71
CURRENT TOTAL		1503.75	13.50	115.04	108.00	14.15	57.14	1219.56
COMPANY TOTAL		18457.50	127.00	1412.00	1058.00	116.92	614.87	15255.71

REGULAR WAGE = 15.00 Per Hour

HEALTH INSURANCE = 0.71 Per Hour

PAYROLL REGISTER

06/26/06

Page

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)

P.O. Box 25669

DEPT: ALL

FEDERAL I.D.: 95-2730117

For: 06/23/2006 thru 06/23/06

Los Angeles, CA 90025

(STD2)

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	TOT DED	
<i>B WEEKLY Plus 1 1/2 hrs. OVERTIME</i>								
20	MOMOTA, STEPHEN L.	573-29-3726						
06/23/06	0623	1466.50	16.50	112.18	174.00	44.54	35.74	1081
	SDI						11.74	
	DEFERRED						44.00	
	PERIOD	1466.50	16.50	112.18	174.00	44.54	55.74	1081
	YTD	18119.50	169.50	1386.14	2103.00	523.39	601.86	13505
	CURRENT TOTAL	1466.50	16.50	112.18	174.00	44.54	55.74	1081
	COMPANY TOTAL	18119.50	169.50	1386.14	2103.00	523.39	601.86	13505

REGULAR WAGE = 14.00 PER HOUR

HEALTH INSURANCE = 1.01 PER HOUR

PAYROLL REGISTER

06/26/06

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)

P.O. Box 25669

Los Angeles, CA 90025

(STD2)

DEPT:

ATT:

FEDERAL I.D.

95-2730117

For: 06/23/2006 thru 06/23/06

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	DI	DED
<i>BI-WEEKLY PLUS 8 HRS. OVERTIME</i>								
06/23/06	0623	1472.00	8.00	112.62	173.00	44.37		55.93
								11.77
								44.16
PERIOD		1472.00	8.00	112.62	173.00	44.37		55.93
YTD		18248.00	67.00	1395.98	2099.00	527.44		605.10
CURRENT TOTAL		1472.00	8.00	112.62	173.00	44.37		55.93
COMPANY TOTAL		18248.00	67.00	1395.98	2099.00	527.44		605.10

REGULAR WAGE = 16.00 PER HOUR

HEALTH INSURANCE = 0.98 PER HOUR

PAYROLL REGISTER

06/26/06

Page:

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)
P.O. Box 25669

DEPT: ALL
FEDERAL I.D. 95-2730117
For: 06/23/2006 thru 06/23

Los Angeles, CA 90025 (STD2)

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	TOT DED	NET
<i>B. - WEEKLY PLUS 12 HRS. OVERTIME</i>								
25	PEREZ, RAFAEL C.	558-02-0341						
06/23/06	0623	1666.00	12.00	127.45	157.00	52.38	63.33	126.00
	SDI						13.33	
	DEFERRED						49.98	
PERIOD		1666.00	12.00	127.45	157.00	52.38	63.31	126.00
YTD	2							

REGULAR WAGE = 17.00 PER HOUR

HEALTH INSURANCE = 2.39 PER HOUR

PAYROLL REGISTER

06/26/06

Page:

SOUTHERN CALIFORNIA DISPOSAL CO. (0432)
P.O. Box 25669

Los Angeles, CA 90025

(STD2)

DEPT: ALL
FEDERAL I.D. 95-2730117
For: 06/23/06 thru 06/23/06

DATE	CK #	GROSS	HOURS	FICA/MED	FWT	SWT	TOT DED	NET
<i>Bi-WEEKLY PLUS 7 HRS. OVERTIME</i>								
06/23/06	0623	995.50	7.00	76.15	57.00	9.32	37.83	815.17
							7.96	
							29.87	
		995.50	7.00	76.15	57.00	9.32	37.83	815.17
		11605.00	10.00	887.78	647.00	100.28	441.00	9526.02
CURRENT TOTAL		995.50	7.00	76.15	57.00	9.32	37.83	815.17
COMPANY TOTAL		11605.00	10.00	887.78	647.00	100.28	441.00	9526.02

REGULAR WAGE = 11.00 PER HOUR

HEALTH INSURANCE = 0.71 PER HOUR



Billing Detail
000113836-0000

Membership Current Dues

MAY 2006

Includes membership activity and rate changes processed from 03/14/2006 - 04/13/2006
Any changes processed after 04/13/2006 will be reflected on your next statement

Billing	Account	Name	Social Security No.	Employee Number	Medical Record Number	Birth Date	Account Role	Total Dues	Medicare
000113836-0000	CARILLO, GUSTAVO		605-14-1185		0015697113	10/12/1962	SUBSCRIBER	175.00	
	Account Total:							175.00	
000113836-0000	CRUZ, JOSE		566-83-6345		0016942296	12/31/1984	SUBSCRIBER	123.00	
	Account Total:							123.00	
000113836-0000	FRANCO, MYNOR		608-14-8837		0016937681	09/21/1958	SUBSCRIBER	175.00	
	Account Total:							175.00	
000113836-0000	GARCIA, ADALBERTO		623-92-9084	952730117	0011280157	05/05/1955	SUBSCRIBER	228.00	
	Account Total:							228.00	
000113836-0000	GARCIA, ALEX		555-08-6888		0014542395	09/03/1955	SUBSCRIBER	228.00	
	GARCIA, SYLVIA		564-61-1145		0014542399	05/04/1957	SPOUSE	246.00	
	GARCIA, SYLVIA		625-82-6124		0014571627	02/16/1995	CHILD	119.00	
	Account Total:							593.00	
000113836-0000	GARCIA, CARLOS A		564-95-2238		0015697216	04/16/1981	SUBSCRIBER	123.00	
	Account Total:							123.00	
000113836-0000	GARCIA, JORGE		624-36-4351		0016937711	04/16/1985	SUBSCRIBER	123.00	
	Account Total:							123.00	
000113836-0000	GARCIA, MATEO		567-65-9613		0015279209	03/26/1981	SUBSCRIBER	123.00	
	Account Total:							123.00	
000113836-0000	GOMEZ, JOSE M		603-27-3990		0016142887	03/04/1974	SUBSCRIBER	136.00	
	Account Total:							136.00	
000113836-0000	JAUREGUI, JOSE A		612-10-1374		0011642471	05/09/1951	SUBSCRIBER	228.00	
	JAUREGUI, M GRACIELA		611-10-7336		0011642472	12/22/1955	SPOUSE	246.00	
	Account Total:							474.00	



Billing Detail
000113836-0000

Membership Current Dues

MAY 2006

Billing Unit	Account Name	Social Security No.	Employee Number	Medical Record Number	Birth Date	Account Role	Total Dues	Medicare
000113836-0000	KAINOA, JAMES M	575-52-4641	952730117	0011280142	10/02/1947	SUBSCRIBER	288.00	
	KAINOA, SCOTT I			0011280145	07/24/1987	CHILD	127.00	
	KAINOA, BEATRIZ C			0011280146	01/13/1989	CHILD	0.00	
	KAINOA, MALIA R			0011280147	08/28/1991	CHILD	0.00	
	Account Total:						<u>415.00</u>	
000113836-0000	MARTINEZ, FERNANDO	626-42-0287		0015296563	05/17/1955	SUBSCRIBER	228.00	
	Account Total:						<u>228.00</u>	
000113836-0000	MENDEZ, ASUNCION	550-35-2042	952730117	0011280155	06/19/1952	SUBSCRIBER	228.00	
	MENDEZ, MARIA	569-39-6188		0014814236	04/21/1952	SPOUSE	246.00	
	Account Total:						<u>474.00</u>	
000113836-0000	MENDEZ, ELADIO E	620-24-4572	952730117	0011280160	02/07/1961	SUBSCRIBER	175.00	
	MENDEZ, LAURA G	617-44-3388		0014439719	01/07/1985	STUDENT	158.00	
	MENDEZ, EDUARDO A			0014439638	07/23/1990	CHILD	0.00	
	Account Total:						<u>333.00</u>	
000113836-0000	MENDEZ, FELIPE	657-89-8954		0014439733	01/16/1966	SUBSCRIBER	136.00	
	Account Total:						<u>136.00</u>	
000113836-0000	MOMOTA, STEPHEN	573-29-3726		0008354471	02/19/1958	SUBSCRIBER	175.00	
	Account Total:						<u>175.00</u>	
000113836-0000	PEREZ, RAFAEL	558-02-0341		0009249067	11/18/1949	SUBSCRIBER	288.00	
	PEREZ, ANGELICA	547-08-4324		0008954373	06/29/1989	CHILD	127.00	
	Account Total:						<u>415.00</u>	
000113836-0000	REENTERIA, OSCAR D	609-22-6485		0011992129	04/14/1978	SUBSCRIBER	123.00	
	Account Total:						<u>123.00</u>	



AISER PERMANENTE

Billing Detail
000113836-0000

Membership Current Dues

MAY 2006

Billing Unit	Account Name	Social Security No.	Employee Number	Medical Record Number	Birth Date	Account Role	Total Dues	Medicare
000113836-0000	SISNEROS, ALLOY ENNY, DJULIANA Account Total:	565-04-5933 619-04-1879		0010757740 0017312344	03/13/1957 08/08/1968	SUBSCRIBER SPOUSE	175.00 228.00 403.00	

Total Current Dues: \$4,975.00

C-2
MBE/WBE/OBE
SUBCONTRACTOR OUTREACH
PROGRAM

FROM :

FRX NO. : 3108299240

Jun. 09 2006 01:23PM F2

**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


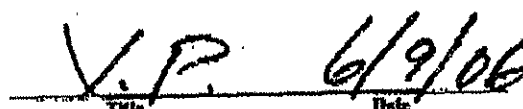
Proposer: Southern California Disposal	Address: 2329 Delaware Avenue, Santa Monica, CA 90404
Contact Person: Mike Matosien	Phone/Fax: (310)828-6444 / (310) 829-9240

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
S. Ibanez dba Ibanez Trucking 8767 Ormside Street #1 Los Angeles, CA 90042 (323)353-2302	Transportation	MBE	35485	\$1,345,500.00
Ibanez Trucking 8767 Ormside Street #1 Los Angeles, CA 90042 (323)353-2302	Transportation	OBE	NA	\$448,500.00

PERCENTAGE OF MBE/WBE PARTICIPATION

	DOLLARS	PERCENT
TOTAL/DBS AMOUNT	\$1,345,500.00	100%
TOTAL WBE AMOUNT	\$	0%
BASE BID AMOUNT	\$16,784,930.00	


 Signature of Person Completing this Form

 Title Date

MUST BE SUBMITTED WITH PROPOSAL.

C-1B
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/28/2005

PRODUCER Rick Droge
Hub International of California
1 W. Centinela Ave, Ste 210
Liver City, CA 90230

(310) 568-5900... fax (310) 568-9098

INSURED
Southern California Disposal
B. O. Box 25666
Los Angeles, CA 90025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A Greenwich Insurance Co.
- COMPANY B Indian Harbor Insurance
- COMPANY C
- COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GEC000914204	05/11/2005	05/11/2006	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CDMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AEC000914004	05/11/2005	05/11/2006	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	UEC000914104	05/11/2005	05/11/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
B	POLLUTION LIABILITY	PEC000914304	05/11/2005	05/11/2006	2,000,000 25,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER
City of Los Angeles

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE *[Signature]*

HCC Surety Group



9841 Airport Blvd. Ninth Floor, Los Angeles, CA 90045 Telephone: (310) 649-0990 Facsimile: (310) 649-0416
www.hccsurety.com


November 28, 2005

To Whom It May Concern
City of Los Angeles
General Services/Purchasing:

RE: Southern California Disposal Company
Request for Bids

This is to advise that American Contractors Indemnity Company, a member of the HCC Surety Group, a surety licensed to do business in the State of California and Treasury listed, is prepared to issue a final bond to Southern California Disposal Company (SCDC) should SCDC be awarded the contract for the above numbered bid request providing such bond is an annual bond, is not cumulative in nature, and the surety's liability will not exceed the stated bond amount.

If you have any questions regarding this letter my direct phone number is 310 242-2995.

Yours truly,
Gerald L. Ervin

Gerald L. Ervin
Senior Contract Underwriter
HCC Surety Group
9841 Airport Blvd., Ninth Floor
Los Angeles, CA 90045
Direct: 310 242-2995
Main: 310 649-0990
Fax: 310 649-0416
jervin@hccsurety.com

HCC Surety Group



9841 Airport Blvd. Ninth Floor, Los Angeles, CA 90045 Telephone: (310) 649-0990 Facsimile: (310) 649-0416
www.hccsurety.com

November 28, 2005

To Whom It May Concern
City of Los Angeles
General Services/Purchasing:

RE: Southern California Disposal Company
Request for Bids

This is to advise that American Contractors Indemnity Company, a member of the HCC Surety Group, a surety licensed to do business in the State of California and Treasury listed, is prepared to issue a final bond to Southern California Disposal Company (SCDC) should SCDC be awarded the contract for the above numbered bid request providing such bond is an annual bond, is not cumulative in nature, and the surety's liability will not exceed the stated bond amount.

If you have any questions regarding this letter my direct phone number is 310 242-2995.

Yours truly,

Gerald L. Ervin

A handwritten signature in cursive script that reads "Gerald L. Ervin".

Gerald L. Ervin

Senior Contract Underwriter

HCC Surety Group

9841 Airport Blvd., Ninth Floor

Los Angeles, CA 90045

Direct: 310 242-2995

Main: 310 649-0990

Fax: 310 649-0416

jervin@hccsurety.com

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

1. Endorsement No. _____ 2. Issue Date (mm/dd/yyyy) **11/28/05**

3. Producer
 Hub International of Calif.
 6101 W Centinela Ave. #210
 Silver City, Ca 90025

 Telephone **310-826-5588**

5. Policy Information
 Carrier: Greenwich Insurance Company
 Policy No. **AEC000914004**
 Policy Period: **5/11/05 to 06** Check here if policy is continuous until cancelled

4. Named Insured
 Southern California Disposal
 P. O. Box 25666
 Los Angeles, CA 90025

6. Deductible Self-Insured Retention (check which) of \$ **\$1,000.**
 applies to liability coverage.

7. Availability. 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:
City Agreements/Permits

Automobile Liability		10. Liability Limits in Thousands \$	
<input checked="" type="checkbox"/> Any Auto		Bodily Injury (per person)	\$ 1,000,
<input checked="" type="checkbox"/> All Owned Autos (Priv. Pass.)		Bodily Injury (per accident)	\$1,000,
<input checked="" type="checkbox"/> All Owned Autos (Other than Priv. Pass.)		Property Damage	\$ 1,000,
<input checked="" type="checkbox"/> Hired Autos		BI & PD Combined	\$ 1,000,
<input type="checkbox"/> Non-Owned Autos			
<input type="checkbox"/> Garage Liability			

11. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)


12. Claims: 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 endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 13. Additional Interest.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.
- 14. Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
- 15. Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 16. Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CAO Risk Management, Insurance and Bonds, 200 North Main St., Rm. 1240, City Hall East, Los Angeles, CA 90012. 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.

17. City Department/Bureau
 City of Los Angeles
 Supply Services Division
 111 E. 1st Street
 CHS - RM 110
 Los Angeles, Ca 90012

18. Authorized Representative Broker/Agent Underwriter _____
 I **Richard W. Droge** (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 copy furnished to CAO Risk Management)
 Telephone: **310-826-5588** Date Signed **11/28/05**

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

1. Endorsement No. _____ 2. Issue Date (mm/dd/yy)
 11/28/05

3. Producer
 Hub International of Calif.
 6101 W. Centinela Ave. #210
 Silver City, Ca 90025
 Telephone 310-826-5588

5. Policy Information
 Carrier: Greenwich Insurance Company
 Policy No. AEC000914004
 Policy Period: 5/11/05 to 06 Check here if policy is continuous until cancelled

4. Named Insured
 Southern California Disposal
 P. O. Box 25666
 Los Angeles, CA 90025

6. Deductible Self-Insured Retention (check which) of \$ **1,000.**
 applies to liability coverage.
 7. Availability. 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:
 City Agreements/Permits

Automobile Liability		10. Liability Limits in Thousands \$	
<input checked="" type="checkbox"/> Any Auto		Bodily Injury (per person)	\$ 1,000,
<input checked="" type="checkbox"/> All Owned Autos (Priv. Pass.)		Bodily Injury (per accident)	\$ 1,000,
<input checked="" type="checkbox"/> All Owned Autos (Other than Priv. Pass.)		Property Damage	\$ 1,000,
<input checked="" type="checkbox"/> Hired Autos (Priv. Pass.)		BI & PD Combined	\$ 1,000,
<input checked="" type="checkbox"/> Non-Owned Autos			
<input type="checkbox"/> Garage Liability			

11. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)
 12. Claims: 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 endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

- 13. **Additional Interest.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.
- 14. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
- 15. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 16. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CAO Risk Management, Insurance and Bonds, 200 North Main St., Rm. 1240, City Hall East, Los Angeles, CA 90012. 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.

17. City Department/Bureau
 City of Los Angeles
 Supply Services Division
 111 E. 1st Street
 CHS - RM 110
 Los Angeles, Ca 90012

18. Authorized Representative Broker/Agent Underwriter
 Richard W. Droge (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 in this endorsement.
 Signature: *Richard W. Droge*
 (original signature required on copy furnished to CAO Risk Management)
 Telephone: 310-826-5588 Date Signed 11/28/05

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

SUBMIT IN DUPLICATE
1. Endorsement No. _____
2. Issue Date (mm/dd/yyyy) **11/28/05**

3. Producer

Hub International of Calif.
6101 W Centinela Ave. #210
Culver City, CA 90230

Telephone 310-826-5588

5. Policy Information
Carrier: Greenwich Insurance Company
Policy No.: GEC000914204
Policy Period: 5/11/05 to 5/11/06
Coverage Trigger (Check one): Occurrence Claims Made
Check if Loss Adjustment Expense is included in Limits

4. Named Insured

Southern California Disposal
P. O. Box 25666
Los Angeles, CA 90025

6. Deductible Self-Insured Retention (check which) of \$ _____
with a stop loss cap of \$ _____ applies to _____
coverage. Per occurrence Per Claim

7. Availability. 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:
City Agreement/Permit No.:

8. Type of Insurance

General Liability (Check one)
 Commercial General Liability
 Comprehensive Form (1973 Occurrence) (Retrospective Rate)

	Liability Limits in Thousands \$	
	Each Occurrence	Aggregate
<input checked="" type="checkbox"/> Premises/Operations	1,000,000	1,000,000
<input checked="" type="checkbox"/> Underground & Collapse Hazard	1,000,000	1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations	1,000,000	1,000,000
<input checked="" type="checkbox"/> Contractual	1,000,000	1,000,000
<input checked="" type="checkbox"/> Independent	1,000,000	1,000,000

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

11. Claims: Underwriter's representative for claims pursuant to this insurance.

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 Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 15. Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CAO Risk Management Insurance and Bonds, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012. 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.

16. City Department/Bureau

City of Los Angeles
Supply Services Division
111 E. 1st Street
CHS - RM 110
Los Angeles, Ca 90012

17. Authorized
Representative Broker/Agent Underwriter
Richard W. Droge (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 Richard W. Droge
Telephone 310-826-5588 Date Signed 11/28/05

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

SUBMIT IN DUPLICATE

1. Endorsement No.

2. Issue Date (mm/dd/yy)
11/28/05

3. Producer

Hub International of Calif.
6101 W Centinela Ave. #210
Culver City, CA 90230

Telephone 310-826-5588

5. Policy Information
Carrier: Greenwich Insurance Company
Policy No.: GEC000914204
Policy Period: 5/11/05 to 5/11/06
Coverage Trigger (Check one): Occurrence Claims Made
Check if Loss Adjustment Expense is included in Limits

4. Named Insured

Southern California Disposa
P. O. Box 25666
Los Angeles, CA 90025

6. Deductible Self-Insured Retention (check which) of \$ _____
with a stop loss cap of \$ _____ applies to _____
coverage. Per occurrence Per Claim
7. Availability. 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:
City Agreement/Permit No.:

8. Type of Insurance
General Liability (Check one)

Commercial General Liability
Comprehensive Form (1973 Occurrence) (Retrospective Date)

	Liability Limits in Thousands \$	
	Each Occurrence	Aggregate
<input checked="" type="checkbox"/> Premises/Operations	1,000,000	1,000,000
<input checked="" type="checkbox"/> Underground & Collapse Hazard	1,000,000	1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations	1,000,000	1,000,000
<input checked="" type="checkbox"/> Contractual	1,000,000	1,000,000
<input checked="" type="checkbox"/> Independent	1,000,000	1,000,000

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

11. Claims: Underwriter's representative for claims pursuant to this insurance.

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 work performed by or on behalf of the Named Insured.
- 13. Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.
- 14. Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 15. Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Notice will be made by registered delivery addressed as follows: CAO Risk Management Insurance and Bonds, 2nd North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012. 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.

16. City Department/Bureau

City of Los Angeles
Supply Services Division
111 E. 1st Street
CHS - RM 110
Los Angeles, Ca 90012

17. Authorized
Representative Broker/Agent Underwriter
I, Richard W. Droge (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 Richard W. Droge
(original signature required on copy furnished to CAO Risk Management)
Telephone: 310-826-5588 Date Signed: 11/28/05

WORKERS' COMPENSATION SPECIAL ENDORSEMENT

SUBMIT TO DEPARTMENT

FOR THE CITY OF LOS ANGELES

1. Endorsement No.

2. Issue Date (mm/dd/yyyy)

11/28/05

3. Producer

Hub International of Calif.
6101 W Centinela Ave. #210
Culver City, CA 90025
Telephone 310-826-5588

5. Policy Information

Carrier: State Compensation Fund
Policy No.: 1637624-05
Policy Period: 5/25/05 to 5/25/06

4. Named Insured

Southern California Disposal
P. O. Box 25666
Los Angeles, CA 90025

6. Availability. 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:
City Agreement/Permit No.:

7. Type of Insurance

Workers' Compensation

8. Coverages

Workers' Compensation
and
Employer's Liability

Liability Limits in Thousands \$

\$
Statutory 1,000,000
(Each Accident)
(Disease-Policy Limit)
(Disease-Each Employee)

9. Includes (check as applicable):

- Waiver of Subrogation against the City.
- Broad Form All States Endorsement.
-

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

11. Claims: Underwriter's representative for claims pursuant to this insurance.

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. 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: CAO Risk Management, Insurance and Bonds, 200 North Main Street, Room 1240, City Hall Bldg, Los Angeles, CA 90012. 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.

13. City Department/Bureau

City of Los Angeles
Supply Services Division
111 E. 1st Street
CHS - RM 110
Los Angeles, Ca 90012

14. Authorized

Representative Broker/Agent Underwriter

I Richard W. Droge (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 Richard W. Droge
(original signature required on copy furnished to CAO Risk Management)
Telephone: 310-826-5588 Date Signed 11/28/05

WORKERS' COMPENSATION SPECIAL ENDORSEMENT
FOR THE CITY OF LOS ANGELES

SUBMIT IN DUPLICATE

1. Endorsement No. _____ 2. Issue Date (mm/dd/yyyy) **11/28/05**

3. Producer
Hub International of Calif.
6101 W Centinela Ave. #210
Culver City, CA 90025
Telephone 310-826-5588

5. Policy Information
Carrier: State Compensation Fund
Policy No.: 1637624-05
Policy Period: 5/25/05 to 5/25/06

4. Named Insured
Southern California Disposal
P. O. Box 25666
Los Angeles, CA 90025

6. Availability. 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:
City Agreement/Permit No.:

7. Type of Insurance

Workers' Compensation

9. Includes (check as applicable):

- Waiver of Subrogation against the City.
- Broad Form All States Endorsement.
- _____

8. Coverages

Liability Limits in Thousands \$

Workers' Compensation and Employer's Liability

\$
Statutory 1,000,000
(Each Accident)
(Disease-Policy Limit)
(Disease-Each Employee)

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)

11. Claims: Underwriter's representative for claims pursuant to this insurance.

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. 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: CAO Risk Management, Insurance and Bonds, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012. 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

13. City Department/Bureau

City of Los Angeles
Supply Services Division
111 E. 1st Street
CHS - RM 110
Los Angeles, Ca 90012

14. Authorized Representative Broker/Agent Underwriter _____
Richard W. Droge (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 copy furnished to CAO Risk Management)
Telephone: 310-826-5588 Date Signed: 11/28/05

C-4

EQUAL BENEFIT ORDINANCE

COMPLIANCE

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

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: Bureau of Sanitation Contact/Phone: (213) 473-4921

SECTION 1. CONTACT INFORMATION

Company Name: Southern California Disposal
 Company Address: 2329 Delaware Avenue
 City: Santa Monica State: CA Zip: 90404
 Contact Person: Mike Malosian Phone: 310-828-6444 Fax: 310-829-7240
 I am a one-person contractor, and I have no employees. Yes No (If you answered "Yes," go to Section 3)
 Approximate Number of Employees in the United States: 28
 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? Yes No
 If Yes, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO. Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent. Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis. Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
 - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT
This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 28 day of November, in the year 2005, at Santa Monica, CA
(City) (State)

[Signature]
Signature

Samuel V. Kardashian
Name of Signatory (please print)

President
Title

P.O. Box 25962
Mailing Address

Los Angeles, CA 90025
City, State, Zip Code

95-2730117
Federal ID Number

C-5
CONTRACTOR RESPONSIBILITY
ORDINANCE

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

RFP III For disposal and/or transfer services for residual municipal
City Bid or Contract Number (if applicable) and Project Title
refuse disposal at solid waste facilities located outside the City limits

BIDDER/CONTRACTOR INFORMATION

Southern California Disposal Co.
Bidder/Proposer Business Name

2229 Delaware Ave Santa Monica CA 90404
Street Address City State Zip

Mica Malosran, Vice President 310-828-6444 310-829-9240
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 1/1/05

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 9/1/03/2003 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Samuel V. Kardashian [Signature] 11/29/05
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 8

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: 12 / 30 / 1969 State of incorporation: California

List the corporation's current officers.

President: SAMUEL V. KARDASHIAN

Vice President: MIKE MATOSTIAN

Secretary: Esther Khatchikian

Treasurer: Paulette Kardashian

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.

SAMUEL V. KARDASHIAN

100% owner

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.

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? 34 Years.

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

Yes No

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

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.

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

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.

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.

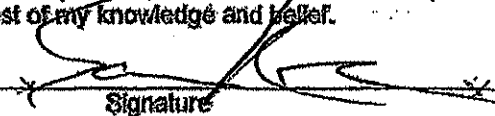
Yes No

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.

SAMUEL V. KARDASHTAN
Print Name, Title


Signature

9-3-03
Date

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the Internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 1

City Contract NO. 57266

- (a) Department of General Services
- (b) To receive, transfer, transport & process yard trimmings and refuse
- (c) Cost is based on tonnage brought in by City of Los Angeles
- (d) Starting Date - 10/01/1999
- (e) Ending Date - 9/30/2003

C-6
CHILD SUPPORT OBLIGATION
ORDINANCE

**City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH
CHILD SUPPORT OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Southern California Disposal will:
Name of Business

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

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

Santa Monica Los Angeles, CA
City/County/State

11/28/05
Date

Southern California Disposal 2329 Delaware Ave, SM, CA 90
Name of Business Address

[Signature]
Signature of Authorized Officer or Representative

Samuel V. Kaldashian
Print Name

President
Title

310-828-6444
Telephone Number

C-8
BUSINESS TAX REGISTRATION
CERTIFICATE

ANNUAL TAX RENEWAL FORM

DELINQUENT AFTER FEB. 28, 2005

I. CHECK HERE IF THERE ARE ANY CHANGES TO YOUR BUSINESS OPERATION (SUCH AS NAME CHANGES, ADDRESS CHANGES, AND DBA CHANGES) AND COMPLETE THE TAXPAYER INFORMATION UPDATE FORM ON PAGE 7.

II. Check this box **only** if electing to **begin** reporting based on fiscal year beginning _____ & ending: _____, **OR** you are changing your previously reported fiscal year period. Please **do not** enter your fiscal year if previously reported.

SMALL BUSINESS EXEMPTION

IN ORDER TO RECEIVE THE EXEMPTION FOR SMALL BUSINESSES, YOU MUST ENTER THE TOTAL OF ALL YOUR TAXABLE AND NON-TAXABLE GROSS RECEIPTS INCLUDING THAT FROM WITHIN AND OUTSIDE THE CITY OF LOS ANGELES HERE \$ _____ .00.

Check this box if your business was **NEW** to the City in 2004 Check this box if your business is located **OUTSIDE** the City of Los Angeles.

IV. **SINGLE CATEGORY REPORTING** If you have two or more fund classes measured by gross receipts, and if one of those fund classes represent 80% or more of the total of all your gross receipts you may, if you wish, report all of your gross receipts under that single category. If you so choose, then place a check in the box to the left and also indicate below which will be your Primary Single Category.

ACCOUNT NO. 0000658520:0001-0	MO	DOB DATE	OFFICE USE ONLY: Pd. Of	PC	PERIOD 200500A	RATER
----------------------------------	----	----------	-------------------------	----	-------------------	-------

V.	BUSINESS ACTIVITY DESCRIPTION BUSINESS CLASSIFICATION	PRIMARY CATEGORY	FUND/CLASS CODE	*ENTER FROM TAX WORKSHEET*	
				COLUMN A BASIS FOR TAX (DO NOT ENTER CENTS)	COLUMN G TAX DUE
	Misc Services	<input type="checkbox"/> (1)	1289	1347147	5580.72
		<input type="checkbox"/> (2)			
		<input type="checkbox"/> (3)			
		<input type="checkbox"/> (4)			
		<input type="checkbox"/> (5)			
		<input type="checkbox"/> (6)			
		<input type="checkbox"/> (7)			
		<input type="checkbox"/> (8)			

PRINCIPAL TAX DUE ENTER TOTAL OF COLUMN G, LINES (1) THROUGH (8) ABOVE. \$ **5580.72**

VII. LATE PAYMENT INTEREST (IF PAID AFTER FEBRUARY 28, 2005) See page 3 \$
PENALTY (IF PAID AFTER FEBRUARY 28, 2005) See page 3 \$

VIII. TOTAL AMOUNT DUE TOTAL SECTIONS VI and VII \$ **5580.72**

IX. Payment by: (check one only)
 Check MasterCard Visa Discover American Express Electronic Funds Transfer **No Split Payment**
 Name on Credit Card _____ Acct # _____ Exp Date _____
 Amount Paid _____ Authorized Signature _____ Date _____
 Billing Address of Cardholder _____ Zip Code _____
 *All payments of \$50,000 or more, must be made by Electronic Fund Transfer through your bank. Pre-registration is required. See instruction of Page 3 for further info. **Auth. #** _____ **Date Keyed** _____
MAKE CHECKS PAYABLE TO: Office of Finance, City of Los Angeles** **** Your check or money order must be drawn on United States banks only. Please write your account number on your check.**

X. A. Enter your six (6) digit Primary/Principal Business or Professional Activity Code Number as reported on your Federal tax return: 5 6 2 0 0 0 <http://www.lacity.org/finance/malbscodes.pdf>
 B. Enter your six (6) digit Business or Professional Activity Code for any secondary business activity that comprises at least \$1,000,000 and 40% of your gross receipts: _____

XI. I DECLARE, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT TO THE BEST OF MY KNOWLEDGE THE FOREGOING IS TRUE, CORRECT AND COMPLETE.

X SIGNATURE OF OWNER, PARTNER OR OFFICER _____ TITLE _____
 DATE _____ DAYTIME PHONE (310) 828-6444 EXT. _____

Is this phone number located outside the United States (Y/N)?

XII. Mail with your payment to: City of Los Angeles, Office of Finance, File 57065, LOS ANGELES, CA 90074-7065

SOUTHERN CALIFORNIA DISPOSAL CO INC
 WLA DISPOSAL/SANTA MONICA DISPOSAL/MCCRAW BROS RUBBISH
 2329 DELAWARE AVE
 SANTA MONICA, CA 90404-4914
 PO BOX 25666
 LOS ANGELES, CA 90025-0666

C-9

NONDISCRIMINATION/
EQUAL EMPLOYMENT/
AFFIRMATIVE ACTION

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 "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 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 Mike Mastosian Vice President is hereby
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:

2329 Delaware Ave, Santa Monica 90404 (310) 828-6444
WORK ADDRESS TELEPHONE

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

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


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

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

Southern California Disposal
 COMPANY NAME

2329 Delaware Ave.
 ADDRESS

Santa Monica, CA 90404
 CITY, COUNTY, STATE, ZIP


 AUTHORIZED SIGNATURE

Samuel V. Kavdashian, President
 NAME AND TITLE (TYPE OR PRINT)

(310) 828-6444 11/28/05
 TELEPHONE DATE

EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Non-Construction 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.

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. Functioning approved apprenticeships programs, 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 contract with the City.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or more and
Non-Construction 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. This 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 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 all 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, 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 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. 16.13. 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.

*AMinority 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

11/22/05
 DATE

Samuel V. Kavoshian, President
 OFFICER'S NAME AND TITLE (Please Type or Print)

Southern California Dispa
 FIRM NAME

C-10

SLAVERY DISCLOSURE NOTICE

SLAVERY DISCLOSURE ORDINANCE

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

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 1308C, Los Angeles, California 90012. Phone: (213) 847-8480; Fax: (213) 847-5566.

City Department Awarding Agreement Bu. of Sanitation Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- I, Samuel V. Kardoska, am authorized to bind contractually the Company identified below.
- Information about the Company entering into a Contract with the City is as follows:
Southern California Disposal Co. Phone 310-828-6444 Fax 310-829-9240
 Company Name
2329 Delaware Avenue Santa Monica CA 90404
 Street Address City State Zip
- Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 7/29/09
 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 1969 (year).
- 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 11/28/05 at Santa Monica, CA
(Date) (City) (State)
 Signature: _____ Title: President

DEFINITIONS

- 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.

C-11
AMERICAN DISABILITY ACT (ADA)

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

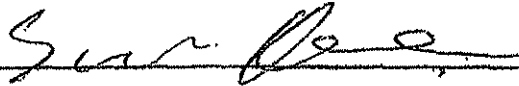
The undersigned certifies, that to the best of his/her knowledge and belief, that:

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 _____

CONTRACTOR/BORROWER/AGENCY
Southern California Disposal Co.

Name and Title of Authorized Representative
Samuel V. Kardashian

SIGNATURE 

DATE 11/29/05

NON-COLLUSION AFFIDAVIT

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


I, Samuel V. Kardashian, depose and say that I am
President of Southern California Disposal.
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

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

Date: 11/28/05 at Santa Monica, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

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


(Signature)

78571

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: Southern California Disposal Co

I. Corporate or Main Office Address

2329 Delaware Ave
Santa Monica, CA 90404

II. Total Number of Employees in Organization: 28

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

11 and 39 %

SCD FACILITY PERMIT

SOLID WASTE FACILITY PERMIT

1. Facility Permit Number: 19-AA-0846

2. Name and Street Address of Facility:

SOUTHERN CALIFORNIA DISPOSAL
COMPANY RECYCLING AND
TRANSFER STATION
1908 FRANK STREET
SANTA MONICA, CA. 90404

3. Operator Name / Mailing Address:

MR. SAMUEL V. KARDASHIAN, PRESIDENT
P.O. BOX 25666
WEST LOS ANGELES, CA. 90025

4. Owner Name / Mailing Address:

MR. SAMUEL V. KARDASHIAN
P.O. BOX 25666
WEST LOS ANGELES CA. 90025

5. Specifications:

a. Permitted Operations:

- | | |
|---|---|
| <input type="checkbox"/> Composting Facility (mixed wastes) | <input type="checkbox"/> Processing Facility |
| <input type="checkbox"/> Composting Facility (yard wastes) | <input checked="" type="checkbox"/> Transfer Station Large Volume |
| <input type="checkbox"/> Landfill Disposal Site | <input type="checkbox"/> Transformation Facility |
| <input type="checkbox"/> Materials Recovery Facility | <input type="checkbox"/> Other: _____ |

b. Permitted Hours of Operation:

◆ Receipt of waste Monday - Saturday: 5:00 A.M. to 7:00 P.M.

c. Permitted Tons per Operating Day:

Total: 1056 Tons/Day

- Non-hazardous - Refuse 1056 Tons/Day
- Non-hazardous - Sludge None Tons/Day
- Non-hazardous - Separated or Commingled Recyclables N/A Tons/Day
- Non-hazardous - Other (See Section #14 of Permit) N/A Tons/Day
- Designated Waste (See Section #14 of Permit) None Tons/Day

d. Permitted Traffic Volume:

Total: N/A Vehicles/Day

- Incoming Waste Materials N/A Vehicles/Day
- Outgoing Waste Materials (for disposal) N/A Vehicles/Day
- Outgoing Materials from the materials recovery operations: N/A Vehicles/Day

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (acres)	5	N/A	5	N/A	N/A	N/A
Design Capacity		N/A	2112 tpd	N/A	N/A	N/A
Max. Elevation (ft. MSL)		N/A				
Max. Depth (ft. BGS)		N/A				
Estimated Closure Date		N/A				

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

6. Approval:



Approving Officer Signature
Richard Hanson, Chief
Name/Title

7. Local Enforcement Agency Name and Address:

County of Los Angeles-Environmental Health
Solid Waste Management Program
2525 Corporate Place, Room 150
Monterey Park,
California 91754



8. Received by CIWMB:

March 6, 1998

9. CIWMB Concurrence Date:

March 20, 1998

10. Permit Review Date:

March 26, 2003

11. Permit Issue Date:

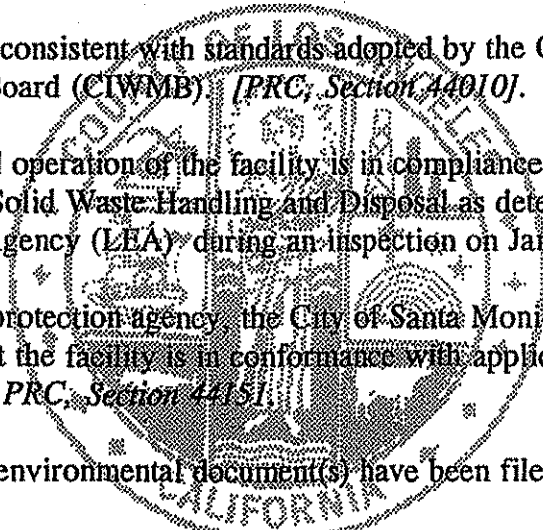
March 26, 1998

12. Legal Description of Facility:

Southern California Disposal Company Recycling and Transfer Station is located in the City of Santa Monica, County of Los Angeles, State of California. The transfer station property is comprised of Lot 4, Block 1, Lot 6, Block 1, and Lot 8, Block 1 in the Villa Tract, Los Angeles County Assessors Parcel Number: 4268-017-013.

13. Findings:

- a. This Permit is consistent with the County Solid Waste Management Plan Triennial Review, Volume I: Nonhazardous Waste, March 1984 and Revision A, August 1985. A Finding of Conformance was approved on December 19, 1991 by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force. *[Public Resources Code (PRC), Section 50000 (a)(1)]*.
- b. This Permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB). *[PRC, Section 44010]*.
- c. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA) during an inspection on January 27, 1998.
- d. The local fire protection agency, the City of Santa Monica Fire Department, has determined that the facility is in conformance with applicable fire standards as required in the PRC. *Section 44151*.
- e. The following environmental document(s) have been filed and certified by the Lead Agency:
 - 1. Negative Declaration, Mitigation and Notice of Determination, State Clearinghouse No. 91071025, filed October 08, 1991.
 - 2. Amendment to the above listed Negative Declaration and Mitigation Monitoring Implementation Schedule, dated February 18, 1998.
- f. The City of Santa Monica has made a written determination, in case No. AA 91-012, Planning Division Administrative Approval, dated 03/12/91, that the facility is consistent with, and designated in, the City's General Plan *[PRC, Section 50000.5 (a)]* and that surrounding land use is compatible with the facility operation *[PRC 50000.5 (b)]*.



14. The following documents also describe the operation of this facility:

Document:	Date:	Document:	Date:
<input checked="" type="checkbox"/> Report of Station Information	February 11, 1998		

SOLID WASTE FACILITY PERMIT

FACILITY NAME: SOUTH CALIFORNIA DISPOSAL COMPANY RECYCLING AND TRANSFER STATION

SWFP No.: 19-AA-0846

Page 3 of 5

15. Self-Monitoring:

- A. The monthly monitoring reports are delinquent 30 days after the end of the reporting period.
- B. All monitoring reports are to be sent to the Local Enforcement Agency.
- C. Results of all self-monitoring programs as described in the Report of Facility Information will be reported as follows:

Program:	Submittal Frequency:
<p>The quantities and types of hazardous wastes, medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these materials.</p>	<p style="text-align: center;">MONTHLY</p> <p style="text-align: center;">(Due 15 days after the end of the reporting period)</p>
<p>The types and quantities of decomposable and inert wastes, including separated or commingled recyclables, received each day.</p>	
<p>The operator shall maintain these records on the facility's premises, as required by current regulation. These records shall be made available to any Enforcement Agencies' personnel on request.</p>	
<p>The number of vehicles using the facility per day and per week. The transfer and collection vehicles must be totaled separately.</p>	
<p>Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within one day following the complaint is still required.)</p>	
<p>Reports of all special/unusual occurrences and the operator's actions taken to correct these problems.</p>	
<p>The quantities of waste transferred each day to each of the disposal sites indicated on Transfer Station Monthly Waste Disposal Monitoring Form (Attachment A).</p>	
<p>Completed copies of the following Monitoring and Reporting Form are required by and may be amended by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force:</p> <p>Solid Waste Characterization Data (Attachment B).</p>	<p style="text-align: center;">QUARTERLY</p> <p style="text-align: center;">(Due the 15th of January, April, July, and October)</p>

16. LEA Standard Conditions:

1. Additional information concerning the design and operation of this facility shall be furnished on request of the Enforcement Agencies' personnel.
2. The Operator and/or owner shall notify the LEA of any plans to encumber, sell, transfer, or convey the ownership or operations to a new owner or operator, at least 45 days prior to the anticipated transfer, by written certification and including information deemed sufficient by the CIWMB and the LEA. If the facility will not be operated in compliance with the terms and conditions of this permit, the new owner shall be required to file an application for a revision or modification of this permit. [PRC § 44005]
3. The operator shall maintain a log of special/unusual occurrences. The log shall include, but not be limited to, fires, explosions, discharges of unusual wastes, significant accidents and injuries, and property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and to the Enforcement Agencies' personnel. Any entries made in this log must be reported to the LEA at once. Call the duty officer, County of Los Angeles, Department of Health Services, Solid Waste Management Program at (213) 881-4151.
4. The operator shall maintain a copy of this permit at the facility so as to be available at all times to facility personnel and to Enforcement Agencies' personnel.
5. This permit is subject to review by the LEA and may be suspended, revoked or modified at any time for sufficient cause.
6. The LEA reserves the right to suspend or modify waste receiving operations when deemed necessary due to an emergency, a potential health hazard or the creation of a public nuisance.

17. LEA Particular Requirements:

1. Operational controls shall be established to preclude the receipt and disposal of volatile organic chemicals or other types of hazardous or prohibited wastes:
 - A. The operator shall install and maintain an operational, calibrated radiation monitor at the scales to detect radioactive materials, at all times, during the hours of receipt of refuse.
 - (1) Incidents of receipt of suspected radioactive materials, or warnings from the radiation monitoring equipment, shall be reported immediately to the Los Angeles County Department of Health Services, Radiation Management Program at (213) 738-4059 and the LEA at (213) 881-4151.

B. The operator shall conduct a waste load checking program as described in the Report of Station Information dated February 11, 1998. A generator identification number has been obtained: EPA I.D. No. CAL 000139938. The following Solid Waste Facility Permit conditions supplement those conditions:

- (1) The minimum number of random waste loads to be inspected daily at this transfer station is two (2).
- (2) During the hours of operation for all transfer station activities, an attendant or attendants shall be present at all times to supervise the loading and unloading of the waste material. The working floor shall be under continual visual inspection by station personnel, such as spotters, equipment operators and supervisors for evidence of hazardous materials. Station personnel performing the duties required by this waste load checking program shall be trained and new employees shall be trained prior to assignment to a work station.
- (3) The loads selected for inspection shall be unloaded in an area separate from the active working floor. Any hazardous/prohibited materials thus found shall be set aside in a secure area for proper disposition.
- (4) Incidents of unlawful disposal of illegal hazardous materials shall be reported to the Duty Officer, Los Angeles County Fire Department, Health Hazardous Materials Division at (213) 890-4045.

2. The LEA reserves the right to require the operator to provide more stringent dust control measures, if the proposed dust control system proves inadequate or ineffective.
3. The maximum storage period for refuse is 24 hours. All solid waste and refuse shall be kept inside covered bins, containers or vehicles that are to be stored under the roof of the tipping floor.
4. All stored recyclable materials must be contained in storage bins, roll-offs, open top trailers or as approved by the LEA. The maximum storage time for salvaged recyclables is 14 days. The LEA reserves the right to reduce the duration of storage time if storage presents a health hazard or becomes a public nuisance.

5c. Specifications: (continued from page 1)

1. This facility has a permitted capacity of 1056 tons of non-hazardous solid waste per operating day and shall not receive more than this amount of solid waste without a revision of this permit.

**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: DISPOSAL AND/OR TRANSFER SVS FOR RESIDUAL MUNICIPAL REFUSE DISPOSAL AT SOLID WASTE FACILITIES LOCATED OUTSIDE THE CITY LIMITS RFP III

RFB/RFQ/RFP # (if any):	Date RFB/RFQ/RFP Released:
Procuring Dept.: SANITATION	Mail Stop #: 581
Name of Dept. Contact: STEPHANIE ZILLOTTO	Phone: (213) 473-7938

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

Company Name:	SOUTHERN CALIF DISPOSAL CO				
Company Address:	2029 DELAWARE AVENUE				
City:	SANTA MONICA	State:	CA	Zip:	90404

Company Name:	ECO LOGICS ENVIRONMENTAL, INC				
Company Address:	1926 HOBART DRIVE				
City:	CAMARILLO	State:	CA	Zip:	93010

Company Name:	USA WASTE OF CALIF dba WASTE MANAGEMENT				
Company Address:	9081 TUJUNGA AVENUE				
City:	SUN VALLEY	State:	CA	Zip:	91352

Company Name:	MDSI OF LA, INC				
Company Address:	201 HYDRIL ROAD				
City:	AVENAL	State:	CA	Zip:	93204

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 12/12/05.

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) Tom Cazares Phone (213) 580-5012

DAA Representative Signature  Date 12/12/05

For the Board Meeting of June 20, 2011

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

CD: ALL

TRANSMITTAL 3

JUN 20 2011

MOTION


Executive Officer

The City of Los Angeles, Bureau of Sanitation (Bureau) collects a daily average of 490 tons of refuse from its residential customers in the West Los Angeles watershed. The Bureau utilizes nearby transfer stations for the consolidation of refuse collected from the residential curbside collection program, so that collection drivers are able to have more productive time on collection routes and better serve City residents. At the transfer station, refuse is transferred into larger volume semi-trucks for more economical delivery of waste to City designated landfills with less environmental impact. Using local transfer stations reduces the amount of overtime City staff requires to meet the Bureau's commitment to complete solid waste collection assignments on a daily basis. Therefore, the utilization of Southern California Disposal's transfer station is essential to the Bureau's ability to provide complete and efficient solid waste collection service in the West Los Angeles watershed.

On October 1, 1999, the City awarded a contract (C-57266) to Southern California Disposal (SCD) to transfer and transport City waste from their transfer station to Sunshine Canyon Landfill until June 30, 2006. In June 2006, SCD was again awarded a contract (C-109961) to transfer and transport City waste to Sunshine Canyon Landfill. The current contract will expire on June 30, 2011.

The Bureau is in the process of executing a sole source contract with SCD for the transfer of refuse from the West Los Angeles watershed to City-designated disposal facilities. SCD is the only permitted transfer facility in the West Los Angeles district having the capacity for City waste. The contract is estimated to be executed in July 2011, pending approval of the Board of Public Works, the Mayor, and the City Council. In the event a contract cannot be executed before June 30, 2011 (expiration date of the current contract), the Bureau requests to extend the current contract on a month-to-month basis in order to retain SCD's uninterrupted transfer services.

The existing SCD contract has no cost ceiling. Service fee is calculated on a dollar per ton of refuse handled at the SCD facility. SCD's current tip fee rate is \$23.70 per ton. Refuse delivery to SCD is estimated to be up to 280 tons per day, which amounts to a total expenditure of \$144,333 per month. The funding source for the contract extension is Fund 508 (Solid Waste Resources Revenue Fund).

I THEREFORE MOVE that the Board of Public Works authorize the Bureau of Sanitation to extend the current contract and pay Southern California Disposal, on a month to month basis, for refuse transfer services at their facility at an estimated expense of \$144,333 per month for a period not to exceed 12 months.


ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

Prepared by:
Bernadette Halverson, SRSSD
Phone: (213) 485-3634
Fax: (213) 485-2961

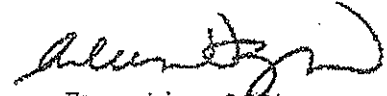
For the Board Meeting of May 18, 2012

TRANSMITTAL 4

MAY 18 2012

CD: ALL

MOTION



Executive Officer

The City of Los Angeles, Bureau of Sanitation (Bureau) collects a daily average of 490 tons of refuse from its residential customers in the West Los Angeles watershed. The Bureau utilizes transfer stations for the consolidation of residential refuse in order for collection drivers to be more productive on their routes and better serve City residents. Transfer stations are essential to the Bureau's ability to provide complete and efficient solid waste collection services in the West Los Angeles watershed.

On October 1, 1999, the City awarded a contract (C-57266) to Southern California Disposal (SCD) to transfer and transport City waste to Sunshine Canyon Landfill until June 30, 2006. SCD was again awarded a contract (C-109961) for similar services with a term that expired on June 30, 2011, and contains no renewal options. SCD is the only permitted transfer station in the West Los Angeles district having adequate capacity to accept City waste from the West Los Angeles watershed; consequently, the Bureau began developing a sole source contract with SCD to provide services after June 30, 2011.

On June 20, 2011, the Board of Public Works (Board) adopted a motion authorizing the extension of contract C-109961 on a month-to-month basis for a period not to exceed 12 months in order to execute a new contract with SCD. The 12-month extension will expire on June 30, 2012.

In December 2011, the Bureau was informed that in order for SCD to utilize subcontractors, they must comply with the new Business Inclusion Program (BIP) requirements. The BIP requires that all contractors submitting proposals with subcontracting opportunities are required to use the Los Angeles Business Assistance Virtual Network (LABAVN) to conduct their subcontractor outreach. After SCD was provided BIP training by Bureau staff, they submitted the required BIP documents on February 24, 2012. Currently, the proposed contract and Board report are still in the review and approval process. Pending Board approval, the contract will further require a CAO review, as well as Mayor and City Council approval. In the event that a contract cannot be fully executed before the June 30, 2012 expiration date, the Bureau requests further extending the term of contract C-109961 on a month-to-month basis in order to retain SCD's uninterrupted transfer services.

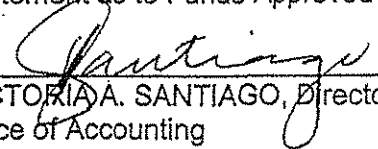
The existing SCD contract has no cost ceiling. The service fee is calculated on a cost per ton of refuse delivered to the SCD facility. Estimated expenditure for refuse delivered to SCD is \$147,000 per month. The funding source for the contract extension is Fund 508, Account 50HX82, Object 602 (Solid Waste Resources Revenue Fund).

IT IS THEREFORE MOVED that the Board of Public Works authorizes the Bureau of Sanitation to further extend the contract C-109961 and pay Southern California Disposal on a month-to-month basis, for refuse transfer services at an estimated expense of \$147,000 per month until a new contract is fully executed.



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

Statement as to Funds Approved by:



VICTORIA A. SANTIAGO, Director
Office of Accounting

Prepared by:

Rowena Romano, SRSSD

Phone: (213) 485-3626

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT NUMBER C-109961
BETWEEN THE CITY OF LOS ANGELES
AND
SOUTHERN CALIFORNIA DISPOSAL COMPANY**

THIS SUPPLEMENTAL AGREEMENT to Contract C-109961 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 Southern California Disposal Company (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, Southern California Disposal Company was deemed to be a qualified respondent as determined through the evaluation criteria stated in RFP; and

WHEREAS, on June 16, 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 with Southern California Disposal Company to provide required services for the transfer station, transport, and disposal services for City waste; and

WHEREAS, on June 28, 2006, Contract C-109961 was executed; and

WHEREAS, on June 30, 2011, the contract term expired; and

WHEREAS, on June 20, 2011, the Board of Public Works adopted a Motion to extend Contract C-109961 on a month-to-month basis for a period not to exceed 12 months, which expired on June 30, 2012; and

WHEREAS, the Contractor has demonstrated the necessary qualifications to perform said services, referred to in the 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 transfer and 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-109961 as follows:

1. Incorporation of Original Agreements

Original Contract C-109961 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 Section 18 (Term of Contract) of the original agreement, the Contract C-109961 expired on June 30, 2011 with no renewal options. The Contract C-109961 was extended on a month-to-month basis for 12 months until June 30, 2012 through an adopted Motion by the Board of Public Works. This Supplemental Agreement shall extend Contract C-109961 for two (2) years, effective from July 1, 2012 to June 30, 2014.

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, June 30, 2014. 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 \$4,200,000. As of June 30, 2012, the total expenditures under this contract were \$10,662,503. The additional two (2) years would bring the total contract ceiling for the entire seven (7) years to \$14,862,503.

Payment for services shall commence on July 1, 2012, and end with the payment for services provided for the month of June 2014 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-109961

(ADD) Article 38. 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 39. 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 40. 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

SOUTHERN CALIFORNIA DISPOSAL, CO.

By: _____
Commissioner
Board of Public Works

By: _____
Mike Matosian
Vice President

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: _____