

TRANSMITTAL 3

**AMENDMENT NO. 2
TO CONTRACT NO. C-107485**

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND
WASTE MANAGEMENT – BRADLEY LANDFILL
AND RECYCLING CENTER**

**FOR THE RECEIPT, PROCESSING, AND REUSE OF
RESIDENTIAL GREEN MATERIAL FROM THE
VALLEY AND METRO TRANSFER AREAS**

Effective October 14, 2010 through October 13, 2013



**Bureau of Sanitation
Solid Resources Support Services Division
1149 South Broadway Street, 8th Floor
Los Angeles, CA 90015**

AMENDMENT NO. 2 TO CONTRACT NO. C-107485
 AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
 WASTE MANAGEMENT – BRADLEY LANDFILL AND RECYCLING CENTER
 FOR THE RECEIPT, PROCESSING AND REUSE OF RESIDENTIAL
 GREEN MATERIAL FROM THE VALLEY AND METRO TRANSFER AREAS

TABLE OF CONTENTS

ARTICLE 1 – SECTION HEADINGS	4
ARTICLE 2 – DEFINITIONS	4
ARTICLE 3 – PROJECT DESCRIPTION	5
ARTICLE 4 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR.....	5
ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.....	6
ARTICLE 6 – SUSPENSION AND TERMINATION	6
ARTICLE 7 – SUBCONTRACTORS’ APPROVAL	6
ARTICLE 8 – COMPENSATION, INVOICING AND PAYMENT	7
ARTICLE 9 – CHANGES OR MODIFICATION.....	8
ARTICLE 10 – INSURANCE AND BONDS	9
ARTICLE 11 – INDEMNIFICATION	9
ARTICLE 12 – INDEPENDENT CONTRACTORS	10
ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR	10
ARTICLE 14 – NONDISCRIMINATION AND AFFIRMATIVE ACTION	10
ARTICLE 15 – MINORITY, WOMEN AND OTHER BUSINESS OUTREACH PROGRAMS	10
ARTICLE 16 – SUCCESSORS AND ASSIGNS.....	10
ARTICLE 17 – CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION.....	10
ARTICLE 18 – TERM OF AGREEMENT	11
ARTICLE 19 – FORCE MAJEURE.....	11
ARTICLE 20 – SEVERABILITY	11
ARTICLE 21 – DISPUTES.....	11
ARTICLE 22 – ENTIRE AGREEMENT	11
ARTICLE 23 – GOVERNING LAW	11
ARTICLE 24 – LOS ANGELES CITY BUSINESS TAX REGISTRATION.....	12
ARTICLE 25 – PROTECTION OF TRADE NAME PRODUCTS.....	12
ARTICLE 26 – MUNICIPAL LOBBYING ORDINANCE	12
ARTICLE 27 – CHILD CARE POLICY.....	12
ARTICLE 28 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS.....	13
ARTICLE 29 – COMPLIANCE WITH YEAR 2000	14
ARTICLE 30 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE.....	14
ARTICLE 31 – AMERICANS WITH DISABILITIES ACT	16
ARTICLE 32 – EQUAL BENEFITS ORDINANCE	16
ARTICLE 33 – WAIVER.....	17
ARTICLE 34 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION	17
ARTICLE 35 – CONTRACTOR PERFORMANCE EVALUATION	17
ARTICLE 36 – PERMITS	18
ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE	18
ARTICLE 38 – SLAVERY DISCLOSURE ORDINANCE.....	18
ARTICLE 39 – BREACH	18
(ADD) ARTICLE 40 – FIRST SOURCE HIRING ORDINANCE	18
(ADD) ARTICLE 41 – CLAIMS FOR LABOR AND MATERIALS.....	19
EXHIBITS	22

AMENDMENT NO. 2 TO CONTRACT NO. C-107485
AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
WASTE MANAGEMENT – BRADLEY LANDFILL AND RECYCLING CENTER FOR
THE RECEIPT, PROCESSING, AND REUSE OF RESIDENTIAL
GREEN MATERIAL FROM THE VALLEY AND METRO TRANSFER AREAS

This agreement (AGREEMENT) is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by order of and through its Board of Public Works and Waste Management – Bradley Landfill and Recycling Center (hereinafter referred to as "CONTRACTOR").

WITNESSETH

WHEREAS, Pursuant to the provisions of the California Integrated Solid Waste Management Act, the CITY has set a goal to divert seventy (70) percent of its solid waste from landfills by 2013, through source reduction, recycling, reuse, and composting methods; and

WHEREAS, Green material (GREEN MATERIAL) comprises approximately thirty (30) percent of the residential waste stream collected by the CITY; and

WHEREAS, On September 23, 2002, the Board of Public Works (BOARD) authorized the Bureau of Sanitation (SANITATION) to distribute a Request for Qualifications (RFQ) for the receipt, transfer, processing, and reuse of GREEN MATERIAL; and

WHEREAS, On March 17, 2003, the BOARD authorized SANITATION to distribute a Request for Bids (RFB) for the receipt, transfer, processing, and reuse of GREEN MATERIAL; and

WHEREAS, On May 23, 2003 five (5) proposals were received by the CITY in response to the RFB; and

WHEREAS, Waste Management – Bradley Landfill and Recycling Center was deemed to be the most qualified respondent as determined through the competitive bid process; and

WHEREAS, The selected CONTRACTOR has demonstrated qualifications to perform said services, hereinafter referred to as PROJECT; and

WHEREAS, On October 14, 2004 a three(3) year AGREEMENT was executed by the CITY and the CONTRACTOR for services necessary to implement the PROJECT; and

WHEREAS, On September 11, 2008 Amendment No. 1 to the AGREEMENT was executed by the CITY and the CONTRACTOR for services necessary to extend the term of the

AGREEMENT for three (3) years to ensure the continuation of the services necessary to implement the PROJECT; and

WHEREAS, The continued implementation of this PROJECT is critical to meeting the solid waste diversion goal of the CITY and must be retained; and

WHEREAS, The CONTRACTOR has provided satisfactory service to the CITY thus far and has complied with all federal, state, and local regulatory and contractual requirements; and

WHEREAS, The CITY finds it prudent and necessary to exercise its second and final amendment to extend the term of the AGREEMENT with the CONTRACTOR for another three (3) years for the continued implementation of this PROJECT; and

WHEREAS, The CITY and the CONTRACTOR have agreed, through negotiation, to key changes in the AGREEMENT in the following areas: Compensation; Performance; Recompense; and

NOW, THEREFORE, In consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 – SECTION HEADINGS

MODIFY TO READ AS FOLLOWS:

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

ARTICLE 2 – DEFINITIONS

ADD THE FOLLOWING DEFINITIONS TO READ AS FOLLOWS:

CONTRACT DATE

October 14, 2010 – October 13, 2013

WTR Waste Management ~~Waste~~ Transfer and Recycling
Center Metro Facility

DELETE THE FOLLOWING DEFINITION: _____

DROP-OFF PROGRAM Yard trimmings, not exceeding twelve thousand (1200)
pounds, delivered by the CITY residents to the drop-off
site.

ARTICLE 3 – PROJECT DESCRIPTION

NO CHANGE IN THIS ARTICLE.

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

DELETE SECTION 4.3.

MODIFY THE SECOND PARAGRAPH OF SECTION 4.12 TO READ AS FOLLOWS:

The Waste Management - Bradley Landfill and Recycling Center must be capable of processing and distributing up to one thousand (1,000) gross tons of GREEN MATERIAL from the CITY per day without excessive stockpiling of materials or causing delivery delays. No such guarantee for processing and distributing volumes is required at Waste Management – Waste Transfer and Recycling Center Metro Facility (WTR). The transfer/processing sites and related processing facilities must be of sufficient capacity and capable of providing the throughput required to accommodate CITY deliveries without disruption, delay, nuisance, or violation of APPLICABLE LAWS. The CITY has the option to not utilize WTR and reserves the right to use this facility on an “as-needed” basis. The CITY may utilize WTR for GREEN MATERIAL delivery provided that the CITY gives Waste Management (WM) a minimum forty eight (48) hour notice of the CITY’s intention to utilize WTR and that WTR agrees to accept the GREEN MATERIAL on the days for which the CITY provides notice. WM has the option to not accept the CITY’s GREEN MATERIAL on any day in which receipt of the CITY’s GREEN MATERIAL may, in the judgment of WTR management staff, cause WTR to exceed its permitted capacity. WM also has the option to not accept the CITY’s

GREEN MATERIAL if, in the judgment of WTR management staff, WTR does not have adequate personnel and/or equipment available to handle the anticipated volume to be delivered by the CITY. The CONTRACTOR has the option to not accept the CITY's GREEN MATERIAL if, in the judgment of WTR management staff, such acceptance will displace other users of WTR. If the CITY decides on any given day to use WTR, then the Metro Area Table A.3 rate schedule (Section 8.3) shall apply for that day. There shall be no minimum tonnage requirement and no billing cycle tonnage commitment associated with the use of the WTR.

MODIFY SECTION 4.24 TO READ AS FOLLOWS:

The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three (3) years following final payment made by the CITY hereunder or the expiration date of this AGREEMENT, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during the term of this AGREEMENT or within the three (3) years following final payment made by the CITY hereunder or the expiration date of this AGREEMENT, whichever occurs last. The CONTRACTOR shall provide any reports requested by the CITY regarding performance of this AGREEMENT. Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT.

ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

NO CHANGE IN THIS ARTICLE.

ARTICLE 6 – SUSPENSION AND TERMINATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 7 – SUBCONTRACTORS' APPROVAL

NO CHANGE IN THIS ARTICLE.

ARTICLE 8 – COMPENSATION, INVOICING AND PAYMENT

MODIFY SECTION 8.3 TO READ AS FOLLOWS:

The rates P and R used in the formulas in Section 8.2 above shall vary according to the average daily tonnage amount delivered to the facility over a bi-weekly billing cycle as shown in the rate schedules in Tables A.3 and B.3 as follows:

METRO AREA CO-COMPOST QUALITY RATE SCHEDULE		TABLE A.3 RATE SCHEDULE				
TERM	WASTE MANAGEMENT – METRO FACILITY	DAILY AVERAGE GROSS TONNAGE DELIVERY INCREMENTS - PER BILLING CYCLE *TPD = Tons per Day				
		Less than or equal to 100 TPD*	Greater than 100 but less than or equal to 250 TPD	Greater than 250 but less than or equal to 450 TPD	Greater than 450 but less than or equal to 600 TPD	Greater than 600 TPD
P	Total Processing Rate	\$120.00 Per ton	\$75.00 Per ton	\$64.11 Per ton	\$56.14 Per ton	\$54.64 Per ton
R	Unit Cost for Processing Contami- nants	\$120.00 Per ton	\$71.50 Per ton	\$50.94 Per ton	\$46.47 Per ton	\$44.97 Per ton

VALLEY AREA CO-COMPOST QUALITY RATE SCHEDULE		TABLE B.3 RATE SCHEDULE				
TERM	WASTE MANAGEMENT – VALLEY FACILITY	DAILY AVERAGE GROSS TONNAGE DELIVERY INCREMENTS - PER BILLING CYCLE *TPD = Tons per Day				
		Less than or equal to 100 TPD*	Greater than 100 but less than or equal to 250 TPD	Greater than 250 but less than or equal to 450 TPD	Greater than 450 but less than or equal to 600 TPD	Greater than 600 TPD
P	Total Processing Rate	\$120.00 Per ton	\$75.00 Per ton	\$46.79 Per ton	\$37.43 Per ton	\$35.93 Per ton
R	Unit Cost for Processing Contami- nants	\$120.00 Per ton	\$71.50 Per ton	\$62.37 Per ton	\$54.05 Per ton	\$52.55 Per ton

MODIFY SECTION 8.4 TO READ AS FOLLOWS:

The rates in Tables A.3 and B.3 shall be effective at the start of Contract Amendment No. 2, which is October 14, 2010, and shall be adjusted each July 1st thereafter within the final three (3) year term of the AGREEMENT, 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 shall 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 shall be the value published by the Bureau of Labor Statistics, U.S. Department of Labor for the Los Angeles – Anaheim – Riverside Metropolitan area (the annual inflation factor) may not exceed six percent.

ADD SECTION 8.14 TO READ AS FOLLOWS:

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

ARTICLE 9 – CHANGES OR MODIFICATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 10 – INSURANCE AND BONDS

MODIFY SECITON 10.1 TO READ AS FOLLOWS:

10.1 General Conditions

During the term of this CONTRACT and without limiting the CONTRACTOR's indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by the CONTRACTOR, but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146/IR), in Attachment C hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by charter, ordinance, or policy and shall comply with the instructions set forth, in Attachment C, and which can also be found at the BOARD's website: <http://bpw.lacity.org/Secretariat/Insurance.html>, in the form *Instructions and Information on Complying with City Insurance Requirements, rev 10/09*, and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on Attachment C hereto. Attachment C is hereby incorporated by reference and made a part of this AGREEMENT.

MODIFY FIRST PARAGRAPH OF 10.8 TO READ AS FOLLOWS:

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

ARTICLE 11 – INDEMNIFICATION

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify, and hold harmless, the CITY, and any of its Boards, Officers,

Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including but not limited to, attorneys' fees and (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of negligent acts, errors, omissions, or willful misconduct incident to the performance of this AGREEMENT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this AGREEMENT.

ARTICLE 12 – INDEPENDENT CONTRACTORS

NO CHANGE IN THIS ARTICLE.

ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

NO CHANGE IN THIS ARTICLE.

ARTICLE 14 – NONDISCRIMINATION AND AFFIRMATIVE ACTION

NO CHANGE IN THIS ARTICLE.

ARTICLE 15 – MINORITY, WOMEN AND OTHER BUSINESS OUTREACH PROGRAMS

NO CHANGE IN THIS ARTICLE.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

NO CHANGE IN THIS ARTICLE.

ARTICLE 17 – CONTACT PERSONS – PROPER ADDRESSES - NOTIFICATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 18 – TERM OF AGREEMENT

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

The original term of this AGREEMENT was for three (3) years, with two (2), three (3) year renewal options. By mutual agreement of the CONTRACTOR and the CITY, this Amendment No. 2 to Contract C-107485 is to be renewed for a second and final three (3) year term for the period of October 14, 2010 through October 13, 2013.

ARTICLE 19 – FORCE MAJEURE

NO CHANGE IN THIS ARTICLE.

ARTICLE 20 – SEVERABILITY

NO CHANGE IN THIS ARTICLE.

ARTICLE 21 – DISPUTES

NO CHANGE IN THIS ARTICLE.

ARTICLE 22 – ENTIRE AGREEMENT

NO CHANGE IN THIS ARTICLE.

ARTICLE 23 – GOVERNING LAW

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

Each party's performance hereunder shall comply with all APPLICABLE LAWS of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This AGREEMENT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply

with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this AGREEMENT.

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

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

ARTICLE 24 – LOS ANGELES CITY BUSINESS TAX REGISTRATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 25 – PROTECTION OF TRADE NAME PRODUCTS

NO CHANGE IN THIS ARTICLE.

ARTICLE 26 – MUNICIPAL LOBBYING ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code (LAAC) Section 10.40.4 shall not apply to this subsection.

ARTICLE 27 – CHILD CARE POLICY

NO CHANGE IN THIS ARTICLE.

ARTICLE 28 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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

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

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

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

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

ARTICLE 29 – COMPLIANCE WITH YEAR 2000

NO CHANGE IN THIS ARTICLE.

ARTICLE 30 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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

1. CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
2. CONTRACTOR further pledges that it will comply with Federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall receive and retain on file the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR's evidence of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such Federal law.
3. CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discrimi-

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

4. Any subcontractor entered into by CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this article and shall incorporate the provisions of the LWO and SCWRO.
5. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY's Designated Administrative Agency (DAA) which may be amended from time to time.

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

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

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

ARTICLE 31 – AMERICANS WITH DISABILITIES ACT

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability.

Any subcontract entered into by CONTRACTOR, relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

ARTICLE 32 – EQUAL BENEFITS ORDINANCE

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

Unless otherwise exempt this AGREEMENT is subject to the provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the LAAC, as amended from time to time.

1. During the performance of the AGREEMENT, the CONTRACTOR certifies and represents that the CONTRACTOR will comply with the EBO.
2. The failure of the CONTRACTOR to comply with the EBO will be deemed to be a material breach of the AGREEMENT by the CITY.
3. If the CONTRACTOR fails to comply with the EBO, the CITY may cancel, terminate or suspend the AGREEMENT, in whole or in part, and all monies due or to become due under the AGREEMENT 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 in actions taken pursuant to the provisions of LAAC Section 10.40 et seq., Contractor Responsibility Ordinance.
5. If the CITY's DAA determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the AGREEMENT. Violation of this provision may be used as evidence against the CONTRACTOR in actions taken pursuant to the provisions of LAAC Section 10.40 et seq., Contractor Responsibility Ordinance.

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

"During the performance of a CONTRACT with the CITY, the CONTRACTOR will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the CITY's Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-2625."

ARTICLE 33 – WAIVER

NO CHANGE IN THIS ARTICLE.

ARTICLE 34 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

NO CHANGE IN THIS ARTICLE.

ARTICLE 35 – CONTRACTOR PERFORMANCE EVALUATION

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR's performance. The CITY may also conduct evaluations of the CONTRACTOR's performance during the term of the AGREEMENT. As required by Section 10.39.2 of the LAAC, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the

CONTRACTOR assigns to the AGREEMENT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

ARTICLE 36 – PERMITS

MODIFY THIS ARTICLE TO READ AS FOLLOWS:

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

ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE

NO CHANGE IN THIS ARTICLE.

ARTICLE 38– SLAVERY DISCLOSURE ORDINANCE

NO CHANGE IN THIS ARTICLE.

ARTICLE 39 – BREACH

NO CHANGE IN THIS ARTICLE.

(ADD) ARTICLE 40 – FIRST SOURCE HIRING ORDINANCE

ADD THIS ARTICLE TO READ AS FOLLOWS:

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

- 40.1 CONTRACTOR shall, prior to the execution of the AGREEMENT, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR estimates they will need to fill in order to perform the services under the AGREEMENT.
- 40.2. CONTRACTOR further pledges that it will, during the term of the AGREEMENT, 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.
- 40.3. 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.

40.4. 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 LAAC the DAA 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 LAAC Section 10.39 et seq., and must be documented in each of the CONTRACTOR's subsequent Contractor Responsibility Questionnaires submitted under LAAC 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 LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONTRACTOR has violated provisions of the FSHO.

(ADD) ARTICLE 41 – CLAIMS FOR LABOR AND MATERIALS

ADD THIS ARTICLE TO READ AS FOLLOWS:

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

IN WITNESS WHEREOF, The parties hereto subscribe the same in quintuplicate, and this AGREEMENT is executed by the CITY, acting by and through its BOARD, and by Waste Management – Bradley Landfill and Recycling Center.

FOR THE CITY OF LOS ANGELES

FOR WASTE MANAGEMENT –
BRADLEY LANDFILL AND
RECYCLING CENTER

APPROVED AND AGREED TO:

APPROVED AND AGREED TO:

By: Cynthia M. Ruy

By: [Signature]

Title: Commissioner, Board of Public Works

Title: DIRECTOR of Operations

Date: 1-21-11

Date: 10/15/2010

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

ATTEST:

CARMEN A. TRUTANICH, City Attorney

JUNE LAGMAY, City Clerk

BY: Ed M J

BY: [Signature] [Signature]

Edward M. Jordan

Title: Deputy City Clerk

Title: Assistant City Attorney

Date: 10-27-10

Date: 1-27-11



EXHIBITS

EXHIBIT A LIST OF MBE/WBE/OBE SUBCONTRACTORS (SCHEDULE A)

Updated Schedule A attached.

EXHIBIT B MBE/WBE/OBE UTILIZATION PROFILE (SCHEDULE B)

Updated Schedule B attached.

EXHIBIT C INSURANCE REQUIREMENTS

Updated insurance requirements and documentation attached.

**EXHIBIT D1 CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

No change.

EXHIBIT D2 MUNICIPAL LOBBYING ORDINANCE

See attached.

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

No change.

**EXHIBIT F CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS
ORDINANCE**

See attached.

EXHIBIT G SLAVERY DISCLOSURE ORDINANCE

Updated information attached.

EXHIBIT H	NOTICE OF PROHIBITION AGAINST RETALIATION No change.
EXHIBIT I	COMPLIANCE WITH LIVING WAGE ORDINANCE No change.
EXHIBIT J	COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE See attached.
EXHIBIT K	COMPLIANCE WITH BUSINESS REGISTRATION TAX CODE See attached.
EXHIBIT L	NONDISCRIMINATION AND AFFIRMATIVE ACTION Updated Affirmative Action plan attached.
EXHIBIT M	CONTRACT HISTORY Updated information attached.
EXHIBIT N	NON-COLLUSION AFFIDAVIT Updated information attached.
EXHIBIT O	LOS ANGELES RESIDENCE INFORMATION Updated information attached.
EXHIBIT P	FIRST SOURCE HIRING ORDINANCE See attached.

C-107485

**Final Renewal
VALLEY AREA (Bradley)**

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

****Phone log documenting outreach is attached.**

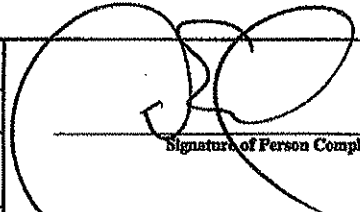
**RFP/RFQ Title: The Receipt, Transfer Processing and Recycling of
Green Material from the City's Curbside Collection**

Proposer	Waste Management of Los Angeles	Address	9081 Tujunga Avenue, Sun Valley, California 91352
Contact Person	Doug Corcoran Director of Operations	Phone/Fax	(818) 252-3147/(818) 252-3249

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

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/ WBE/ OBE	CALTRANS/ CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
Isabel "Jay" Gandara J.I. Gandara Transport, Inc. P.O. Box 920176, Sylmar, CA 91392 (661) 254-8099	Trucking	MBE	City 9566	\$4,298,794.00
Aaron Sironian Ecology Auto Parts 14150 Vine Place, Cerritos, CA 90703 (562) 921-9974	Trucking	OBE	N/A	\$1,214,393.00

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$4,298,794.00	13.5 %
TOTAL WBE AMOUNT	\$ 0	N/A
BASE BID AMOUNT	\$ 31,749,360.00	



Signature of Person Completing this Form

Doug Corcoran
Director of Operations

Title

July 15, 2010

Date

MUST BE SUBMITTED WITH PROPOSAL

Telephone Log

Project Title: C-107485 Amendment 2, July 2010

Receipt, Process and Transport Residential Green Material from Downtown and Valley Transfer Areas

Name of Person Placing the Calls:

Lily Lee

Waste Management Recycling & Disposal Services of California, Inc.

dba Bradley Landfill & Recycling Center

Work Area: Transportation

Date	Time	Company Name	Phone Number	Contact Person	MBE/WBE/OBE	Result of Conversation
07/02/10	11 a.m.	J.I. Gandara Transport	818-335-8505	Jay Gandara	MBE	Voicemail picked up, left message to ask Jay for a quote/price. Jay e-mailed his price on 07/08/10.
07/02/10	2:40 p.m.	Ecology Auto Parts	562-755-0868	Barbara Medrano	OBE	Barbara suggested sending an e-mail to Aaron Sironian and Saul Gracian to ask for quote: ARS@ecoparts.com & Sgracian@ecoparts.com
07/02/10	3:38 p.m.	Ecology Auto Parts	562-755-0868	Aaron Sironian	OBE	Aaron Sironian called back and said that he would call back after July 4 to give price/quote.
07/02/10	3:55 p.m.	Santiago Hernandez Trucking	818-381-7265	Michael Hernandez	OBE	Michael Hernandez to ask his sister Anely to respond with price/quote.
07/02/10	4:10 p.m.	Ecology Auto Parts	562-755-0868	Sal Gracian	OBE	Sal Gracian called to ask if WM would provide fuel cards, rate(s) to be sent next week.
07/06/10	12:36 p.m.	Santiago Hernandez Trucking	818-381-7265	Michael Hernandez	OBE	Michael Hernandez asked if WM would provide fuel cards, and needed location of the end point in order to prepare quote. Anely had e-mail price earlier on 07/06/10.
07/12/10	12:15 p.m.	C.P.R. Trucking	818-837-8333	Justin Strahlendorf	MBE	C.P.R. does not own transfer trailers.
07/12/10	12:20 p.m.	Dragon Transport	559-351-8822	Summer Bradford	WBE	Summer Bradford has one transfer trailer, but will not transport from Los Angeles. Not interested.
07/12/10	12:25 p.m.	Speedy Delivery Services	323-226-0510	No one answered.	WBE	No answer and no voicemail service to take messages. Not able to get information.

Summary Sheet from Outreach Telephone Calls

Project Name: C-107485 Amendment 2, July 2010

Receipt, Process and Transport Residential Green Material from Downtown and Valley Transfer Areas

Waste Management Recycling & Disposal Services of California, Inc.
dba Bradley Landfill & Recycling Center

Work Area: Transportation

Company	Unit Price	Total/BaseBid	Selected	Reason for selection or non selection.
C.P.R. Trucking	Not applicable.	---	No.	C.P.R. does not own transfer trailer trucks; cannot perform service.
Dragon Transport	Not applicable.	---	No.	Dragon does not want to transport from Los Angeles; cannot perform service.
Ecology Auto Parts	\$6.39/ton	\$127.80/20 ton load	Yes.	Ecology can do the work that we need, and can supplement the current transportation provider's capacity which has shown to be limited when tonnage goes up.
J.I. Gandara Transport	\$132/load	\$132/load	Yes.	J.I. Gandara can do the work that we need.
Santiago Hernandez	\$7/ton	\$140/20 ton load	No.	Price is higher and we cannot guarantee fuel cards for gas.
Speedy Delivery Services	Not applicable.	WBE	No.	Did not pick up their phone; no answering machine.

Required Insurance and Minimum Limits

Name: Waste Management - Bradley Landfill

Date: 12/22/2010

Agreement/Reference: The receipt, transfer, processing and reuse of residential green waste

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

		Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)		
	WC <u>Statutory</u>	
	EL <u>\$1,000,000</u>	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability		<u>\$2,000,000</u>
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct	
<input type="checkbox"/> Fire Legal Liability		
<input type="checkbox"/>		
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		<u>\$2,000,000</u>
<input type="checkbox"/> Professional Liability (Errors and Omissions)		
Discovery Period		
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake	<input type="checkbox"/>	
<input type="checkbox"/> Pollution Liability		
<input type="checkbox"/>		
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds		<u>100% of the contract price</u>
<input type="checkbox"/> Crime Insurance		
Other: <u>Provided to Emilio Rodriguez</u>		

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1/1/2012

DATE (MM/DD/YYYY)
12/8/2010

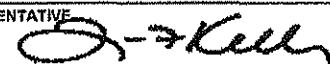
PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED 1306000 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT COLLECTION & RECYCLING INC DBA: WASTE MANAGEMENT OF ORANGE COUNTY 1800 SOUTH GRAND AVENUE SANTA ANA CA 92705		INSURERS AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Company	NAIC # 22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Property & Casualty Insurance Co	20699
		INSURER D:	
		INSURER E:	

COVERAGES AJ THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	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 checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 0001 1207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	HDO G25524937	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	MMT H08631463	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	XOO G25828562	1/1/2011	1/1/2012	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX \$ XXXXXXXX
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MH) If yes, describe under SPECIAL PROVISIONS below	WLR C46469768 (AOS)	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A		Y/N <input checked="" type="checkbox"/> N	WLR C4646977A (CA & MA)	1/1/2011	1/1/2012	E.L. EACH ACCIDENT \$ 3,000,000
A			SCF C46469781 (WI)	1/1/2011	1/1/2012	E.L. DISEASE - EA EMPLOYEE \$ 3,000,000
						E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A		OTHER EXCESS AUTO LIABILITY	XTR H08631475	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CANCELLATION: 30 DAYS EXCEPT 10 DAYS NOTICE FOR NON-PAYMENT. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 3958486 CITY OF LOS ANGELES - BPW BUREAU OF SANITATION SOLID RESOURCES COLLECTION DIVISION 1149 SOUTH BROADWAY, SUITE 800 LOS ANGELES CA 90015	CANCELLATION [D446557] SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

POLICY NUMBER: HDO G25524937

COMMERCIAL GENERAL LIABILITY

By: ACE American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: ANY OWNER, LESSEE OR CONTRACTOR WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

(If no entry appears above, information required to complete this endorsement would be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Such insurance as is afforded by this policy for the additional insured shown in the Schedule of this endorsement shall apply as primary insurance and we will not seek contribution from any other insurance of self-insurance maintained by such additional insured.

AUTHORIZED REPRESENTATIVE: 

CG 20 10 11 85

Copyright, Insurance Services Office, Inc., 1984



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

Bidder Certification CEC Form 50

Bid/Contract Number:
C-107485

Department: Bureau of Sanitation

Name of Bidder:
Waste Management Recycling & Disposal Service

Phone: (818) 767-6180;
 (818) 252-3147 direct

Address: 7 California - The Idea Bradley Landfill & Recycling Center
9081 TUJUNGA AVENUE, SUN VALLEY, CA 91352

Email: deorlov@wm.com

CERTIFICATION

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

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

Date: July 6, 2010

Signature: [Handwritten Signature]

Name: VARRY METTER

Title: VICE PRESIDENT
LOS ANGELES MARKET AREA

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

COMPLIANCE

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
 Phone: (213) 847-1922 - Fax: (213) 847-2777

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: Bernadette Halverson
 (213) 485-3634

SECTION 1. CONTACT INFORMATION

Company Name: Waste Management Recycling & Disposal Services of California, Inc. dba Bradley Landfill
 Company Address: 9081 Tujunga Avenue Recycling Center
 City: Sun Valley State: CA Zip: 91352
 Contact Person: Dory Christian Phone: (818) 252-3142 Fax: (818) 252-3249
 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: 21
 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 6th day of July, in the year 2010, at Los Angeles, CA
(City) (State)

[Signature]
Signature

LARRY METER
Name of Signatory (please print)

VICE-PRESIDENT
Title
LOS ANGELES MARKET AREA

9081 TUJUNGA AVENUE
Mailing Address

SUN VALLEY, CA 91352
City, State, Zip Code

95-2370376 (Local)
Federal ID Number

*ESB Additional
Requirements for
W.M.*



September 15, 2010

To Whom This May Concern:

Please be advised that all Waste Management benefits eligible employees working on Contract C-107485 at Bradley Landfill & Recycling Center and Mission Road Waste Transfer & Recycling Center have received the Interoffice Memo dated September 14, 2010 regarding their rights as prescribed under the Equal Benefits Ordinance in the City of Los Angeles.

Adaberto Brambila
Adaberto Brambila
Operations Manager
Bradley Landfill & Recycling Center



September 15, 2010

To Whom This May Concern:

Please be advised that all Waste Management benefits eligible employees working on Contract C-107485 at Bradley Landfill & Recycling Center and Mission Road Waste Transfer & Recycling Center have received the Interoffice Memo dated September 14, 2010 regarding their rights as prescribed under the Equal Benefits Ordinance in the City of Los Angeles.



Don Kiefer
District Manager
Mission Road Waste Transfer & Recycling Center



Interoffice Memo

To: Waste Management Employees
Working on Contract C-107485
Bradley Landfill & Recycling Center and
Mission Road Waste Transfer & Recycling Center

From: Human Resources

Date: September 14, 2010

Subject: Benefits for Domestic Partners

Please be advised that all Waste Management benefits eligible employees working on Contract C-107485 at Bradley Landfill & Recycling Center and ~~Mission Road Waste Transfer & Recycling Center have the opportunity to cover~~ their same or opposite sex domestic partners on company benefits during the performance of the Contract with the City. This applies to employees eligible for the Waste Management Health and Welfare Benefits Plan including but not limited to Medical, Dental, Vision, Life Insurance, Employee and Family Assistance Program and discount programs.

Additionally, the Family Medical Leave Absence (FMLA) and other leaves referenced in the Waste Management Employee Handbook are extended to cover same and opposite sex domestic partners as 'spouse' in accordance with state and local law.

These changes are in effect as of the date of the contract extension implementation.

COMPLIANCE

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension/401(k) Plans: Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

~~**Family Leave:** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.~~

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

EBO & SDO DETERMINATION

CITY OF LOS ANGELES

Office Contract Compliance
1149 S. Broadway, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

OCC DETERMINATION
EQUAL BENEFITS AND SLAVERY DISCLOSURE ORDINANCES

Contractors must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO), and Section 10.41. et seq., Slavery Disclosure Ordinance (SDO), prior to the execution, amendment, or renewal of an agreement. Attach this form to the agreement being processed to verify the Office of Contract Compliance (OCC) determination regarding the Contractor's compliance with the EBO and SDO.

SECTION 1. CONTRACTOR INFORMATION

Company Name: Waste Management Phone: (818) 252-3147
Company Address: 9081 Tujunga Avenue Fax: (818) 252-3249
City: Sun Valley State: CA ZIP: 91352
Contact Person: Larry Metter

SECTION 2. EQUAL BENEFITS ORDINANCE

Status: Compliance on a Contract by Contract Basis

The Contractor is complying on a contract by contract basis. This EBO Determination applies only to 107485 with PW - Sanitation, Bradley Landfill and Recycling Center.

Date Determined: 09/16/2010

SECTION 3. SLAVERY DISCLOSURE ORDINANCE

Status: SDO Affidavit has been submitted.

SDO Affidavit Executed On: 06/19/2008 SDO Affidavit Received On: 12/28/2009

Comments

None

OCC Analyst: Mario Interiano Phone: 213-847-2631 Date: 9/16/2010

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 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement Bureau of Sanitation Department Contact Person Halmerson *Bernsdette*
(213) 485-3634

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

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

Company Name	Phone	Federal ID #
<u>Waste Management Recycling & Disposal Services of California, Inc. dba Bradley Landfill & Recycling Center</u>		
Street Address	City	State
<u>9081 TUJUNGA AVENUE SUN VALLEY, CA 91352</u>		
		Zip
- Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: July, 2007
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 1955 (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.

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

Executed on July 6, 2010 at Los Angeles, CA
(Date) (City) (State)

Signature: [Signature] Title: VICE PRESIDENT

DEFINITIONS LOS ANGELES MARKET AREA

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

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

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

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

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

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

Participation means having been a Slaveholder during the Slavery Era.

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

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

Slavery means the practice of owning Enslaved Persons.

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

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

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

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

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

Solid Waste Services, Bureau of Sanitation Bernadette Halverson (213) 485-3634
City Department/Division Awarding Contract City Contact Person Phone

C-107485/3rd Extension; RECEIPT PROCESSING AND REUSE OF RESIDENTIAL GREEN MATERIAL FROM THE VALLEY AND METRO TRANSFER AREAS
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Waste Management Recycling Disposal Services of California, Inc. dba Bradley
Bidder/Proposer Business Name

Landfill and Recycling Center Sunvalley CA 91352
Street Address City State Zip

DOUG CORCORAN, VICE PRESIDENT (818) 252-3147 (818) 252-3249
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 07/1/2007. => Alternative Technologies RFP response submitted by Wheelabrator.
- 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 1/1/1 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

LARRY METTER, Vice President Signature Date 07/06/10
Print Name, Title Signature Date
LOS ANGELES MARKET AREA

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 13

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: 4, 26, 55 State of incorporation: CA

List the corporation's current officers.

President: Duane Woods

Vice President: Doug Corcoran

(Asst.) Secretary: Rob Longo

(Asst.) Treasurer: Larry Galek

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.

USA Waste of California, Inc. (100%)

Limited Liability Company: Date of formation: ___/___/___ State of formation: _____

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

Partnership: Date formed: ___/___/___ State of formation: _____

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

Sole Proprietorship: Date started: ___/___/___

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

Joint Venture: Date formed: ___/___/___

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

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? 55 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 (see attachment)

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

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

Yes No

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

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

Yes No

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

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.

LARRY METTER, Vice President
Print Name, Title Los ANGELES MARKET AREA
Signature Larry J. Metter
Date 07/06/10

ATTACHMENT A FOR SECTIONS A THROUGH C

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 A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____

SEE ATTACHED

C (1) Relationship between firm and associated firms.

Waste Management Recycling and Disposal Services of California, Inc. is a wholly owned subsidiary of USA Waste of California, Inc., which in turn is wholly-owned by Waste Management Holdings, Inc., which in turn is wholly-owned by Waste Management, Inc. Waste Management Recycling and Disposal Services of California, Inc. has no subsidiaries. Affiliates of Waste Management Recycling and Disposal Services of California, Inc. that operate or are qualified to do business in California include:

Anderson Landfill, Inc.
Antelope Valley Recycling and Disposal Facility, Inc.
Avalon Southwest, Inc.
Azusa Land Reclamation, Inc.
Cal Sierra Disposal
California Asbestos Monofill, Inc.
Chemical Waste Management, Inc.
Coast Waste Management, Inc.
Downtown Diversion, Inc.
Feather River Disposal, Inc.
GI Industries
Guadalupe Rubbish Disposal Co., Inc.
High Mountain Fuels, LLC
Liquid Waste Management, Inc.
Looney Bins, Inc.
Modesto Garbage Co., Inc.
Moor Refuse, Inc.
Mountain High Medical Disposal Services, Inc.
Nu-Way Live Oak Reclamation, Inc.
Palo Alto Sanitation Company
Redwood Landfill, Inc.
Sanifill Power Corporation
Thermal Remediation Solutions, LLC
United Waste Systems Leasing, Inc.
USA Waste of California, Inc.
Valley Garbage and Rubbish Co., Inc.
Waste Management Collection and Recycling, Inc.
Waste Management Municipal Services of California, Inc.
Waste Management National Services, Inc.
Waste Management of Alameda County, Inc.
Waste Management of Arizona, Inc.
Waste Management of California, Inc.
Waste Management of Oregon, Inc.
Western Waste Industries
WM Energy Solutions, Inc.
WM Green Squad, LLC
WM Greenops, LLC
WM Healthcare Solutions, Inc.
WM Lampracker, Inc.
WM LNG, Inc.
WM Organic Growth, Inc.
WM Pack-Rat of California, LLC
WM Recycle America, LLC
WM Renewable Energy, LLC
WM Storage, Inc.

C (2) List of landfills operated by California affiliates of Waste Management Recycling and Disposal Services of California, Inc. as of May 2010:

Facility Name/Manager	Physical Address
Altamont Landfill/Teresa Dominick	10840 Altamont Pass Road Livermore, CA 94550
Anderson Landfill/Matt Fryer	18703 Cambridge Rd. Anderson, CA 96007-9165
Antelope Valley Recycling and Disposal Facility/Nicole Stetson	1200 W. City Ranch Road Palmdale, CA 93551
Azusa Land Reclamation/Brent Anderson	1211 W. Gladstone Azusa, CA 91702
California Asbestos Monofill/Don Johnson	O'Byrnes Ferry Road Copperopolis, CA 95228
El Sobrante Landfill/Mike Williams*	10910 Dawson Canyon Rd. Corona, CA 92883
Guadalupe Rubbish Disposal Co./Neil Wise	15999 Guadalupe Mines Road San Jose, CA 95160
Kettleman Hills Facility/Bob Henry	35251 Old Skyline Road Kettleman City, CA 93239
Kirby Canyon Landfill/Bill Spence	910 Coyote Creek Golf Drive Morgan Hill, CA 95038
Lancaster Landfill/Jim Merritt	600 East Avenue F Lancaster, CA 93535
McKittrick Waste Treatment Site/Fred Papp	56533 Highway 58W McKittrick, CA 93251
NuWay Arrow Land Reclamation/Brent Anderson	1270 E. Arrow Hwy Irwindale, CA 91706
Nu-Way Live Oak Landfill/Brent Anderson	13620 Live Oak Lane Irwindale, CA 91706
Redwood Landfill/Jessica Jones	8950 Redwood Highway Novato, CA 94948
Simi Valley Landfill/Scott Tignac*	2801 N. Madera Road Simi Valley, CA 93065
Tri Cities RDF Landfill/Terry Medeiros	7010 Auto Mall Parkway Fremont, CA 94538

*These facilities are similar businesses in that they include green waste processing and transfer operations. The corporate officer slate for both affiliates is the same as for Waste Management Recycling and Disposal Services of California, Inc.

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

Waste Management Recycling and Disposal Services of California, Inc.

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

See attached

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

The Contractor has entered into many agreements with government entities, private entities and private individuals over the years, and as such, some may have been terminated prior to completion for a variety of reasons. However, there have been no material contract defaults involving the Contractor that have been the subject of contract termination.

G (16) Compliance

At times the Contractor has been investigated, cited and/or assessed penalties in various types of regulatory matters. For the purpose of this questionnaire, we researched any notices of violation from environmental agencies, certain labor and employment matters with government entities, and any penalties paid according to the on-line database maintained by the Occupational Health and Safety Administration. However, for many of the types of laws, rules and regulations referenced in the City's request, we do not regularly or centrally track information.

SCAQMD Rule 1166 NOV. December 12, 2005 violation alleged for accepting for disposal and daily cover certain soils subject to SCAQMD Rule 1166 (VOC-contaminated soils). SCAQMD alleged WM accepted soils without a valid Rule 1166 plan and spread those soils in violation of Rule 1166. Resolved with payment of \$63,000 penalty.

SCAQMD Engine #4 NOV. Notice of Violation No. P49827 issued for (1) failing to meet emissions limits during May 2008 source test for LFGTE engines, and (2) failure to submit a timely deviation report. Resolved with payment of \$5,000 penalty.

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: Receipt, Processing & Reuse of Residential Green Waste from Valley and Metro Transfer Areas - WASTE MANAGEMENT - BLRC
RFB/RFO/RFP # (if any): C-107485 Date RFB/RFO/RFP Released:
Procuring Dept.: Public Works / Bureau of Sanitation / WCSSD Mail Stop #: 521
Name of Dept. Contact: Bernadette Halverson Phone: 213 485-3634

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

Company Name: WASTE MANAGEMENT
Company Address: 9087 Tujunga Avenue
City: Sun Valley State: CA Zip: 91352

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

Company Name: _____
Company Address: _____
City: _____ State: _____ Zip: _____

FOR DAA USE ONLY - VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) AUG 16 2010

The Questionnaires were processed by:

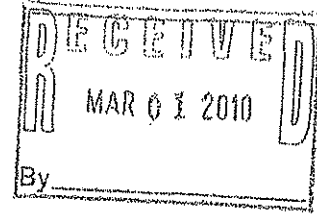
Dept. of Public Works for Construction Contracts and ~~Service~~ Contracts
 Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) Seffy Wiles Phone (213) 847-2408

DAA Representative Signature Seffy Wiles Date AUG 16 2010



CITY OF LOS ANGELES
 OFFICE OF FINANCE
 P.O. BOX 53200
 LOS ANGELES CA 90053-0200



22 100-007895 1002 1

WASTE MANAGEMENT RECYCLING AND DISPOSAL SERVICES OF CALIFORNIA
 BRADLEY LANDFILL
 ACCOUNTING
 9081 TUJUNGA AVE
 SUN VALLEY CA 91352-1516

9227 TUJUNGA AVENUE
 SUN VALLEY, CA 91352-1542

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX			ISSUED: 2/22/2010	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000338230-0001-0	L049	Professions/Occupations	10/15/1980	Active

ISSUED TO

WASTE MANAGEMENT RECYCLING AND DISPOSAL SERVICES OF CALIFORNIA
 BRADLEY LANDFILL
 ACCOUNTING
 9227 TUJUNGA AVENUE
 SUN VALLEY, CA 91352-1542

9081 TUJUNGA AVENUE
 SUN VALLEY, CA 91352-1516

ISSUED BY:

Antoinette D. Christensen

DIRECTOR OF FINANCE

CITY OF LOS ANGELES

BUREAU OF
Awarding Dept.: SANITATION
Dept. Contact: BERNADETTE HARVEYSON
MS: _____ OCC#: _____

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

(213)
485-2634

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

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

- D. Subcontractors:
 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer: DIRECTOR,

Please be advised that STELLA RAYMAKER, ETHICS & EEO COMPLIANCE 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:

1001 FANNIN STREET, SUITE 4000 (713) 512-6534
WORK ADDRESS HOUSTON, TX 77002 TELEPHONE

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

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

WASTE MANAGEMENT
COMPANY NAME
9081 TUJUNGA AVENUE
ADDRESS
SUN VALLEY, CA 91352
CITY, COUNTY, STATE, ZIP

[Signature]
AUTHORIZED SIGNATURE
LARRY METTER, VICE PRESIDENT
NAME AND TITLE (TYPE OR PRINT) LOS ANGELES MARKET AREA
(818) 252-3140 07/06/2010
TELEPHONE DATE

PRIME Q SUB BCA Form (6/88) **TOTAL COMPOSITION OF WORK FORCE** OCC# _____
 Contractor Waste Management Recycling & Replant Project Title C-107485 / Recycling / Transport Contract Renewal 3 years
 Contractor Address Post Tu Tuaba Avenue SV Ct 91622 Work Force as of (Date) 8/16/2010 (If you have no employees, write "no employees at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN/PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY			GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	T	M	F
OCCUPATION																	
Official Managers			4				1		1		6		83%			5	1
Professionals																	
Technicians																	
Sales Workers																	
Office / Clerical			3								3		100%			2	1
Semi-Skilled Laborers (Unskilled)	1		7								8		100%			8	4
Service Workers			4								4		100%				
TOTAL	1		18				1		1		21		95%			19	2

Employment statistics were obtained from: Available Records Visual Check Other (Specify) _____

* Work force at WTR's BRADLEY on green waste contract. see attached records.

C-107485
Renewal

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

This 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 non-discriminatory 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.

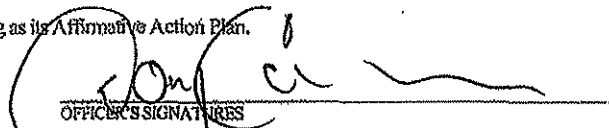
e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- 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.

DATE July 12, 2010

FROM NAME Waste Management
Recycling & Disposal Services, Inc.
dba
Bradley Landfill & Recycling Center



OFFICER'S SIGNATURES

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

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO VILLARAIGOSA
MAYOR

BOARD OF PUBLIC WORKS MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

ANDREA A. ALARCON
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

STEVEN T. NUTTER
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

WILLIAM P. WEEKS
EXECUTIVE OFFICER

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

Bureau of
CONTRACT ADMINISTRATION
1149 S. Broadway, 3rd Floor
Los Angeles, CA 90015

(213) 847-1922
<http://bca.lacity.org>

August 25, 2010

Stella Raymaker
Waste Management
1001 Fannin Street, Suite 4000
Houston, TX 77002

We received your EEO and Affirmative Action documents that you submitted to fulfill your contract requirement, as mandated by Los Angeles Administrative Code 10.8.4, and is approved as follows:

AFFIRMATIVE ACTION PLAN APPROVAL

PLAN NO: 1196

Waste Management
1001 Fannin Street, Suite 4000
Houston, TX 77002

- Approved – Contractor completed, signed and submitted the City's Affirmative Action Plan.
- Approved – Contractor submitted its own Affirmative Action Plan which meets the City's minimum requirements.

- **APPROVAL EXPIRATION DATE: 9/1/2011**
- **This Plan is valid through the date shown above. The contractor may reference this approval for other City-funded contracts within the approval period. If the approval is 30 days or less from the expiration, the contractor must submit a new Plan to the Office of Contract Compliance and the Plan must be approved before any new contract is awarded.**

If you have any questions regarding this matter, please call Lydee Su at (213) 847-2647. The Bureau of Contract Administration, Office of Contract Compliance is located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015.

Sincerely,

Helmut Peindl, Sr. Management Analyst I
EEOE Section Supervisor

CITY OF LOS ANGELES

Awarding Dept: Sanitation
Dep. Contact: Bernadette Rodriguez
MS: 521 OCC#: (213) 485-3634

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

Los Angeles Administrative Code (L.A.C.), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

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

E. Equal Employment Opportunity Officer:

Please be advised that JAY ISABEL GANDARA, OWNER 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:

P.O. BOX 920176, Sylmar, CA 91392 (818) 335-8505
WORK ADDRESS TELEPHONE

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

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

J. J. GANDARA TRANSPORT
COMPANY NAME
P.O. BOX 920176
ADDRESS
SYLMAR, CA 91392
CITY, COUNTY, STATE, ZIP

J. Isabel Gandara
AUTHORIZED SIGNATURE
J. ISABEL GANDARA
NAME AND TITLE (TYPE OR PRINT)
(818) 335-8505 Aug 12, 2010
TELEPHONE DATE

PRIME SUB BEA Form (08/9) **TOTAL COMPOSITION OF WORK FORCE** OCC# Length of Contract 3 y/11m
 Contractor J.T. GARDNER Project Title C-107485 (If you have no employees, write "no employee at this time.")
 Contractor Address P.O. Box 176, Juneau, AK 99801 Work Force as of (Date) 08/12/2010

FOR CONSTRUCTION PROJECTS (L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

OCCUPATION	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official & Managers																
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled Laborers (Unskilled)	1		12								13		100%		12	1
Service Workers											9		100%		9	
TOTAL	1		12								22		100%		21	1

Employment statistics were obtained from Business Knowledge
 Available Records Verbal Check Other (Specify) NA

Shell W. Johnson
 Jay E. Gardner 08/12/2010

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 108.4. Affirmative Action Program Provisions.

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

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

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

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.**
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.**
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.**
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.**

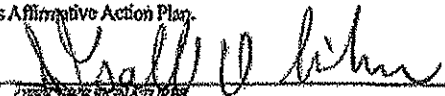
- f. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- 4. The contractor shall make a good faith effort with respect to apprenticeship and training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

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

August 12, 2010
DATE

J. I. GANDARA
FIRM NAME
TRANSPORT

A-7


OFFICER'S SIGNATURE
J. I. Gandara, Owner
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO VILLARAIGOSA
MAYOR

BOARD OF PUBLIC WORKS MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

ANDREA A. ALARCON
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

STEVEN T. NUTTER
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

WILLIAM P. WEEKS
EXECUTIVE OFFICER

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

Bureau of
CONTRACT ADMINISTRATION
1149 S. Broadway, 3rd Floor
Los Angeles, CA 90015

(213) 847-1922
<http://bca.lacity.org>

August 25, 2010

Jay Isabel Gandara
J.J. Gandara Transport
P.O. BOX 920176
Sylmar, CA 91392

We received your EEO and Affirmative Action documents that you submitted to fulfill your contract requirement, as mandated by Los Angeles Administrative Code 10.8.4, and is approved as follows:

AFFIRMATIVE ACTION PLAN APPROVAL

PLAN NO: 15964

J.J. Gandara Transport
P.O. BOX 920176
Sylmar, CA 91392

- Approved – Contractor completed, signed and submitted the City's Affirmative Action Plan.
- Approved – Contractor submitted its own Affirmative Action Plan which meets the City's minimum requirements.

- **APPROVAL EXPIRATION DATE: 9/1/2011**
- **This Plan is valid through the date shown above. The contractor may reference this approval for other City-funded contracts within the approval period. If the approval is 30 days or less from the expiration, the contractor must submit a new Plan to the Office of Contract Compliance and the Plan must be approved before any new contract is awarded.**

If you have any questions regarding this matter, please call Lydee Su at (213) 847-2647. The Bureau of Contract Administration, Office of Contract Compliance is located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015.

Sincerely,

Helmut Peindl, Sr. Management Analyst I
EEOE Section Supervisor

AN EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

CITY OF LOS ANGELES

Awarding Dept: Bureau of Sanitation
Dept. Contact: Bernadette Halverson
MS: 521 OCCR: (213) 485-3634

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

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

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

- D. Subcontractors:
 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:
 Please be advised that Ramon Lugo Human Resources Director 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:
4150 Vine Place, Creator, CA 90703 (562) 921-9974
WORK ADDRESS TELEPHONE

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

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

Elology Auto Parts, Inc.
COMPANY NAME
4150 Vine Place
ADDRESS
Creator, CA 90703 - Los Angeles
CITY, COUNTY, STATE, ZIP County

[Signature]
AUTHORIZED SIGNATURE
Charles D. Pratty, Secretary
NAME AND TITLE (TYPE OR PRINT)
562-921-9974 7-26-80
TELEPHONE DATE

PRIME SUB BCA Form 6098

TOTAL COMPOSITION OF WORK FORCE

OCC#

Contractor Ecolosa Auto Parts Inc Project Title C-107435 Length of Contract 3-yr
 Contractor Address 14158 Vink Place, Concord, CA 94703 Work Force as of (Date) 7-26-10 (If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER		
	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F	
OCCUPATION																	
Official & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Office / Clerical																	
Semi-Skilled																	
Laborers (Unskilled)																	
Service Workers																	
TOTAL																	

Employment statistics were obtained from: Available Records Visual Check Other (Specify) _____

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

Sec. 10.8.3. Equal Employment Practices Provisions.

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

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

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

Sec. 10.6.4. Affirmative Action Program Provisions.

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

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

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

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

- a. Recruit and make efforts to obtain such employees through:
 - (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
 - (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (3) Encouraging present minority, women and other employees to refer their friends and relatives.
 - (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (5) Validating all job specifications, selection requirements, tests, etc.
 - (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
 - (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.
- b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.
- c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.
- e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Officer; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

BCA Form (6/08)


- 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:
- Recruit and refer minority, women and other employees to such programs;
 - Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - 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:
- What steps were taken, how and on what date.
 - To whom those efforts were directed.
 - The responses received, from whom and when.
 - What other steps were taken or will be taken to comply and when.
 - 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.

7-26-10
DATE

Ecology Arts Ports, Inc.
FIRMNAME

A-7


OFFICER'S SIGNATURES

CHARLES D. PRATTY, SECRETARY
OFFICER'S NAME AND TITLE (TYPE OR PRINT)

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO VILLARAIGOSA
MAYOR

BOARD OF PUBLIC WORKS
MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

ANDREA A. ALARCON
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

STEVEN T. NUTTER
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

WILLIAM P. WEEKS
EXECUTIVE OFFICER

JOHN L. REAMER, JR.
Inspector of Public Works
and
Director

Bureau of
CONTRACT ADMINISTRATION
1149 S. Broadway, 3rd Floor
Los Angeles, CA 90015

(213) 847-1922
<http://bca.lacity.org>

August 25, 2010

Ramon Lugo
Ecology Auto Parts, Inc.
14150 Vine Place
Cerritos, CA 90703

We received your EEO and Affirmative Action documents that you submitted to fulfill your contract requirement, as mandated by Los Angeles Administrative Code 10.8.4, and is approved as follows:

AFFIRMATIVE ACTION PLAN APPROVAL

PLAN NO: 15965

Ecology Auto Parts, Inc.
14150 Vine Place
Cerritos, CA 90703

- Approved – Contractor completed, signed and submitted the City's Affirmative Action Plan.
- Approved – Contractor submitted its own Affirmative Action Plan which meets the City's minimum requirements.

- **APPROVAL EXPIRATION DATE: 9/1/2011**
- **This Plan is valid through the date shown above. The contractor may reference this approval for other City-funded contracts within the approval period. If the approval is 30 days or less from the expiration, the contractor must submit a new Plan to the Office of Contract Compliance and the Plan must be approved before any new contract is awarded.**

If you have any questions regarding this matter, please call Lydee Su at (213) 847-2647. The Bureau of Contract Administration, Office of Contract Compliance is located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015.

Sincerely,

Helmut Peindl, Sr. Management Analyst I
EEOE Section Supervisor

CITY OF LOS ANGELES CONTRACT HISTORY

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

Please see attached.

Waste Management Recycling
Disposal Services, Inc. dba
Name of Organization: Bradley Landfill & Recycling Center

LARRY METTER
Print Name

Larry Metter
Signature

VICE PRESIDENT
TMC LOS ANGELES MARKET AREA

JULY 6, 2010
Date

Current and Prior City of Los Angeles Contracts

June 2010 Submission

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

CityContracts07182008.xls

Non-Collusion Affidavit

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

I, LARRY METTER, depose and say that I am

VICE PRESIDENT
("President", "Vice President", etc.)

LOS ANGELES MARKET AREA

WASTE MANAGEMENT RECYCLING & DISPOSAL SERVICES OF CALIFORNIA, INC. dba BRADLEY LANDFILL & RECYCLING CENTER,

of 9081 TUNJUNGA AVENUE, SUNVALEY, CA 91352
(Name and Address of Organization)

who submits this proposal to the City of Los Angeles Personnel Department, 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: July 6, 2010
(Month, Day, Year)

at LOS ANGELES, CALIFORNIA
(City, State)

(Corporate Seal)

see attached.

I certify or declare under penalty of perjury that the foregoing is correct

Larry Metter
(Signature)

Officers and Directors
(Slate No. 5 - CALIFORNIA)

Duane C. Woods	President
Larry W. Metter	Vice President
Alejandro Oseguera	Vice President
Barry S. Skolnick	Vice President
Jason S. Rose	Vice President
Douglas E. Corcoran	Vice President
Douglas J. Diemer	Vice President
Lawrence L. Galek	Vice President and Assistant Treasurer
Joseph J. Cassin	Vice President
Ronald D. Pope	Vice President
Robert E. Longo	Vice President and Assistant Secretary
Linda J. Smith	Vice President, Secretary and Sole Director
Greg A. Robertson	Vice President, Chief Financial Officer and Controller
John S. Tsai	Vice President and Assistant General Counsel
Cherie C. Rice	Vice President and Treasurer
Don P. Carpenter	Vice President and Assistant Treasurer
Edward R. Schauble	Vice President
Mark A. Lockett	Assistant Treasurer
Devina A. Rankin	Assistant Treasurer

This slate applies to certain Waste Management subsidiaries operating in California, including but not limited to: Anderson Landfill, Inc. (DE), Antelope Valley Recycling and Disposal Facility, Inc. (CA), Azusa Land Reclamation, Inc. (CA), Cal Sierra Disposal (CA), California Asbestos Monofill, Inc. (CA), Coast Waste Management, Inc. (CA), Downtown Diversion, Inc. (CA), Feather River Disposal, Inc. (CA), GI Industries (UT), Guadalupe Rubbish Disposal Co., Inc. (CA), Liquid Waste Management, Inc. (CA), Looney Bins, Inc. (CA), Modesto Garbage Co., Inc. (CA), Moor Refuse, Inc. (CA), Nu-Way Live Oak Reclamation, Inc. (DE), Palo Alto Sanitation Company (CA), Redwood Landfill, Inc. (DE), Thermal Remediation Services, LLC (OR), USA Waste of California, Inc. (DE), Valley Garbage & Rubbish Co., Inc. (CA), Waste Management Collection and Recycling, Inc. (CA), Waste Management of Alameda County, Inc. (CA), Waste Management of California, Inc. (CA), and Waste Management Recycling and Disposal Services of California, Inc. (CA). Check with the Legal Department for information concerning other subsidiaries.

07/12/2010 2pm.

*Certificate of Authority
being prepared by legal Dept.*

As of May 30, 2010

ASSISTANT SECRETARY'S CERTIFICATE

**WASTE MANAGEMENT RECYCLING AND DISPOSAL
SERVICES OF CALIFORNIA, INC.**

The undersigned, being the Assistant Secretary of Waste Management Recycling and Disposal Services of California, Inc., a California corporation ("the Company"), do hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Larry Metter (Vice President), or any officer of the Company be, and hereby is authorized, following compliance with appropriate corporate policies and procedures, to execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as they may deem appropriate or necessary, pertaining to, or relating to the City of Los Angeles Contract C-107485 (Receipt, Processing and Reuse of Residential Green Material from Downtown and Valley Watersheds) Extension, Bureau of Sanitation, Board of Public Works, and that any such action taken to date is hereby ratified and approved.

Dated: July 14, 2010


Robert E. Longo
Assistant Secretary

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 that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization:

Waste Management

I. Corporate or Main Office Address:

1001 Fannin St., Suite 4000
Houston, TX 77002

II Total Number of Employees in Organization: 42,953

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

98 and .23 %

FIRST SOURCE HIRING ORDINANCE (FSHO)



FORM: FSHO-1

Anticipated Employment Opportunities

CITY OF LOS ANGELES

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Waste Management Recycling & Disposal Services Contractor Phone#: (818) 252-3147
Designated Contractor Contact Person: Doug Corcoran Email: d.corcoran@wm.com
Street Address: 9081 Tujunga Avenue, Sun Valley, CA 91352
City: Sun Valley State: CA Zip: 91352 Federal ID (FEIN)#: 95-2370376 (local)

- | | | | |
|---|---|---|---|
| 1. I am completing this form as a:
<input checked="" type="checkbox"/> Prime Contractor
<input type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company?
<u>Company-wide: 42, 953</u>
Go to Question 3. | 3. How many employees will be working directly for the City contract?
<u>21</u>
Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input type="checkbox"/> YES - Go to Question 5.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|---|---|---|---|

5. How many different job classifications do you anticipate as a result of this contract? 0 Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: <u>none</u>	

Job #2	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: <u>none</u>	

Job #3	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: <u>none</u>	

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 12th day of July, 2010, at Los Angeles, CA
(City) (State)

Signature: [Handwritten Signature] Name (Please Print): DOUG CORCORAN
Title: VICE PRESIDENT Federal Tax/Employer Identification Number: 95-2370376

SECTION IV. FILLED OUT BY AWARDING DEPARTMENT

Dept: SWISSD Contact Person: Bernadette Halvorsen Phone#: 213 485-3634 Email: Bernadette.Halvorsen@cityofla.org
Project Title (as listed in bid): C-107485 Processing & Reuse Green Material ID# C-107485

FIRST SOURCE HIRING ORDINANCE (FSHO)

FORM: FSHO-2

Subcontractor Information Form

CITY OF LOS ANGELES

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.
PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Waste Management Recycling & Disposal Contractor Phone#: (818) 252-3147
Designated Contractor Contact Person: Doug Corcoran Email: dcorcoran@wmw.com
Street Address: 9081 Tujunga Avenue, Sun Valley, CA 91352
City: Sun Valley State: CA Zip: 91352 Federal ID (FEIN)#: 95-2370376 (local)

- 1. I am completing this form as a:
 Prime Contractor
 Go to Question 3.
 Subcontractor
 Go to Question 2.
- 2. Are you a 1st Tier, 2nd Tier, 3rd Tier, or Other Tier Subcontractor?
 1st 2nd 3rd
 Other _____
 Go to Question 3.
- 3. Do you have Subcontractors who will be working with you on the contract?
 YES - Go to Question 4.
 NO - Go to Section III.

4. How many Subcontractors will be working with you on the contract? 2 Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: <u>J. J. Gardner Transport</u>	Subcontractor Phone#: <u>(661) 254-9099</u>
	Contact Person: <u>Jay Gardner</u>	Email: <u>jgardnertransport@gmail.com</u>
Sub #2	Subcontractor Name: <u>Ecology Auto Parts</u>	Subcontractor Phone#: <u>(562) 921-9976</u>
	Contact Person: <u>Aaron Sironian</u>	Email: <u>ars@ecoparts.com</u>
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 12th day of July, 2010, at Los Angeles, CA
(City) (State)
Signature: [Signature] Name (Please Print): DOUG CORCORAN
Title: VICE PRESIDENT Federal Tax/Employer Identification Number: 95-2370376

SECTION IV. AWARDING DEPARTMENT INFORMATION

Dept: Sanless Contact Person: Bernadette Halverson Phone#: 213-835-3634 Email: Bernadette.Halverson@cityofla.org
Project Title (as listed in bid): 0-101485 Processing & Reuse Green Material ID#: 0-101485

FIRST SOURCE HIRING ORDINANCE (FSHO) **FORM: FSHO-1**
Anticipated Employment Opportunities **CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.
PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: FE Candara Transport Inc Contractor Phone#: 818-3358505
 Designated Contractor Contact Person: _____ Email: FE Candara Transport@gmail.com
 Street Address: P.O. BOX 920776
 City: SUITE State: CA Zip: 91302-0176 Federal ID (FEIN) #: 01-0643878

- | | | | |
|---|--|---|---|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
<input checked="" type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company?
<u>22</u>
Go to Question 3. | 3. How many employees will be working directly for the City contract?
<u>22</u>
Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input type="checkbox"/> YES - Go to Question 5.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|---|--|---|---|

5. How many different job classifications do you anticipate as a result of this contract? 0 Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: _____	
Job #2	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: <u>none</u>	
Job #3	Job Classification: _____	Anticipated # of Job Openings: _____
	Description/Qualifications: _____	

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.
 Executed this 17 day of JULY, 2010, at WOODHULL SQ, California
 (City) (State)
 Signature: [Signature] Name (Please Print): J. Isabel Candara
 Title: President Federal Tax/Employer Identification Number: 01-0643878

SECTION IV. FILLED OUT BY AWARDEE DEPARTMENT

Dept: S&I (Waste) Contact Person: Bernadette Halverson Phone#: 213 485-3839 Email: Bernadette.Halverson@LAcity.org
 Project Title (as listed in bid): C-107485 Processing & Reuse Green Material ID# C-107485

FIRST SOURCE HIRING ORDINANCE (FSHO) **FORM: FSHO-2**
Subcontractor Information Form **CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please complete all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: ET Candina Transport Contractor Phone#: 318 335 8606
 Designated Contractor Contact Person: _____ Email: ET.Candina.Transport@gmail.com
 Street Address: PO BOX 920176
 City: Sylmar State: CA Zip: 91392-0176 Federal ID (FEIN) #: 01-0643878

- | | | |
|--|---|--|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
Go to Question 3.
<input checked="" type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES - Go to Question 4.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|--|---|--|

4. How many Subcontractors will be working with you on the contract? _____ Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 13 day of JULY, 2010, at NORTHridge, California
 (City) (State)
 Signature: [Signature] Name (Please Print): J. Isabel Candina
 Title: President Federal Tax/Employer Identification Number: 01-0643878

SECTION IV. AWARDING DEPARTMENT INFORMATION

Dept: SWS Contact Person: Bernadette Halverson Phone#: 213 435-3639 Email: Bernadette.Halverson@lacounty.org
 Project Title (as listed in bid): C-107485 Processing & Reuse Green Material ID#: C-107485

FIRST SOURCE HIRING ORDINANCE (FSHO)  **FORM: FSHO-1**
Anticipated Employment Opportunities **CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and your own FSHO-2 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.
PRIME CONTRACTORS: Please compile all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Ecolegy Auto Parts, Inc. Contractor Phone#: (562) 404-8683
 Designated Contractor Contact Person: Saul Gracia Email: sgracia@ecoparts.com
 Street Address: 14150 Vine Place
 City: Cerritos State: CA Zip: 90703 Federal ID (FEIN)#: 95-2502434

- | | | | |
|---|--|---|---|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
<input checked="" type="checkbox"/> Subcontractor
Go to Question 2. | 2. How many total employees currently work for your company?
<u>950+</u>
Go to Question 3. | 3. How many employees will be working directly for the City contract?
<u>10</u>
Go to Question 4. | 4. Do you anticipate any job openings as a result of this City contract?
<input checked="" type="checkbox"/> YES - Go to Question 5.
<input type="checkbox"/> NO - Go to Section III. |
|---|--|---|---|
5. How many different job classifications do you anticipate as a result of this contract? 1 Go to Section II.

SECTION II. ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION

For every job classification counted in Section I, Question 5, please indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and detail.

Job #1	Job Classification: <u>Commercial Driver</u> Anticipated # of Job Openings: <u>1</u>
	Description/Qualifications: <ul style="list-style-type: none"> - Commercial license - 5+ years driving experience (commercial driving) - clean driving record. - must pass all background checks.
Job #2	Job Classification: _____ Anticipated # of Job Openings: _____
	Description/Qualifications: _____
Job #3	Job Classification: _____ Anticipated # of Job Openings: _____
	Description/Qualifications: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.
 Executed this 15th day of July, 2010, at Cerritos, CA
 (City) (State)
 Signature: Saul Gracia Name (Please Print): Saul Gracia
 Title: General Manager Federal Tax/Employer Identification Number: 95-2502434

SECTION IV. FILLED OUT BY AWARDING DEPARTMENT

Dept: SAP/ISSD Contact Person: Bernadette Halverson Phone#: 213 985-3634 Email: Bernadette.Halverson@lucfm.org
 Project Title (as listed in bid): C-107485 Processing & Reuse Green Material ID# C-107485

FIRST SOURCE HIRING ORDINANCE (FSHO)**FORM: FSHO-2****Subcontractor Information Form****CITY OF LOS ANGELES**

SUBCONTRACTORS: Please fill this form and attach your FSHO-1 form. If you have your own Subcontractors (2nd tier, 3rd tier, etc.) that will work on this City contract, each of them must also fill an FSHO-1 and FSHO-2 form. Upon completion, submit all forms to your Prime Contractor.

PRIME CONTRACTORS: Please complete all of your subcontractor's forms. Fill out your own FSHO-1 and FSHO-2 form. If you have no subcontractors, you must still fill out an FSHO-2 form. ALL completed FSHO-1 and FSHO-2 forms must be submitted to the Contact Person from the City Awarding Department that you are contracting with before the contract is executed. Your Awarding Department will then submit these forms to BCA.

SECTION I. CONTRACTOR INFORMATION

Name of Contractor: Ecology Auto Parts Inc. Contractor Phone#: (562) 404-8683
 Designated Contractor Contact Person: Saul Gracian Email: sgracian@ecoparts.com
 Street Address: 1450 Vine Place
 City: Cerritos State: CA Zip: 90703 Federal ID (FEIN)#: 95-2502434

- | | | |
|--|---|--|
| 1. I am completing this form as a:
<input type="checkbox"/> Prime Contractor
Go to Question 3.
<input checked="" type="checkbox"/> Subcontractor
Go to Question 2. | 2. Are you a 1 st Tier, 2 nd Tier, 3 rd Tier, or Other Tier Subcontractor?
<input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd
<input type="checkbox"/> Other _____
Go to Question 3. | 3. Do you have Subcontractors who will be working with you on the contract?
<input type="checkbox"/> YES - Go to Question 4.
<input checked="" type="checkbox"/> NO - Go to Section III. |
|--|---|--|

4. How many Subcontractors will be working with you on the contract? _____ Go to Section II.

SECTION II. SUBCONTRACTOR INFORMATION

For every subcontractor counted in Section I, Question 4, please indicate the name and contact information for each.

Sub #1	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #2	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #3	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #4	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #5	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #6	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #7	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____
Sub #8	Subcontractor Name: _____	Subcontractor Phone#: _____
	Contact Person: _____	Email: _____

SECTION III. SIGNATURE AND SUBMIT

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.

Executed this 5th day of July, 2010, at Cerritos, CA
 (City) (State)

Signature: Saul Gracian Name (Please Print): Saul Gracian
 Title: General Manager Federal Tax/Employer Identification Number: 95-2502434

SECTION IV. AWARDEE DEPARTMENT INFORMATION

Dept: SAN/SSSD Contact Person: Bernadette Halverson Phone#: 213 485 3634 Email: Bernadette.Halverson@cityofla.org
 Project Title (as listed in bid): C-107485 Processing & Reuse Green Material ID# C-107485

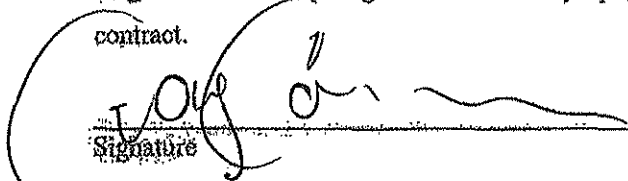
DECLARATION OF CONFLICT OF INTEREST

In as much as the City of Los Angeles requires as part of the official proposal submittals for the project C-107485 / Receipt, processing & re-use of residential green material from the central valley triangle area.

I, DOUG CORCORAN, a duly authorized representative of Waste Management Recycling & Pipe-repair Services of California, Inc. dba Bradley Landfill & Recycling Center declare that:

- There are no known conflicts of interest, or any appearances of conflicts of interest, regarding the project.
- All known conflicts of interest and any matter with an appearance of a conflict of interest has been noted and attached to this Declaration.

Further, I declare that should a new conflict of interest, or the appearance of a conflict be found by this organization after submitting this Declaration for this project, we will immediately inform the City of Los Angeles. I understand that should any conflict of interest, or the appearance of a conflict of interest, fail to be disclosed, the City of Los Angeles reserves the right to deem the proposal as non-responsive or terminate any contract.


Signature

July 12, 2010
Date

DOUG CORCORAN
Print Full Name

VICE PRESIDENT
Title

TRANSMITTAL 6

**SUPPLEMENTAL AGREEMENT
TO AGREEMENT NUMBER C-107486
BETWEEN THE CITY OF LOS ANGELES
AND
COMMUNITY RECYCLING AND RESOURCE RECOVERY**

THIS SUPPLEMENTAL AGREEMENT to Contract C-107486 between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Bureau of Sanitation, and Community Recycling and Resource Recovery, Inc. (hereinafter referred to as the "Contractor") is entered into with reference to the following:

WHEREAS, in September 2002, the Board of Public Works authorized the Bureau of Sanitation to distribute a Request for Qualifications (RFQ) to identify interested and qualified parties to provide "all inclusive" turnkey recycling services for the receipt, processing and reuse of green material (yard trimmings and horse manure) collected through the City's Curbside Collection Program; and

WHEREAS, in March 2003, the City released a Request for Bids (RFB) to qualified parties for the receipt, transfer, processing and recycling of green material from the Valley, Central, and Western areas of the City's Curbside Collection Program; and

WHEREAS, on May 23, 2003, five (5) proposals were received by the City; and

WHEREAS, Community Recycling and Resource Recovery was deemed to be a qualified respondent as determined through the evaluation criteria stated in the RFB; and

WHEREAS, on May 26, 2004 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 a three (3) year personal services contract with two (2) three (3) year renewal options to the Community Recycling and Resource Recovery to provide receipt, transfer, processing and recycling services for green material collected from the City's Curbside Collection Program; and

WHEREAS, on October 14, 2004 Contract C-107486 was executed; and

WHEREAS, on October 13, 2007 the initial 3-year contract term ended; and

WHEREAS, the City exercised its first three (3) year contract renewal option effective October 14, 2007 with Amendment No. 1 to Contract C-107486 executed in September 2008; and

WHEREAS, the City exercised its second three (3) year contract renewal option effective October 14, 2010 with Amendment No. 2 to Contract C-107486 executed in January 2011; and

WHEREAS, Contract C-107486 was suspended on November 16, 2011 due to Conditional Use Permit requirement violations at the Contractor's Lamont processing facility; and

WHEREAS, on August 16, 2012, the Contractor and the City entered into a Waiver and Release Agreement lifting the contract suspension and establishing a fixed processing rate for the remaining term of the contract; and

WHEREAS, Contract C-107486 will expire on October 13, 2013; and

date of this agreement.

Invoice(s) shall be sent to:

To the City:

Stanton Lewis

City of Los Angeles – Bureau of Sanitation

Solid Resources Support Services Division, Mail Stop 521

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

Tel: 213-485-3581, Fax: 213-485-2961

E-mail: Stanton.Lewis@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. Ordinance added to Contract C-107486

(ADD) Article 42. 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- . 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.

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

COMMUNITY RECYCLING AND RESOURCE RECOVERY, INC.

By: _____
Commissioner
Board of Public Works

By: _____
John Richardson
Vice President

Date: _____

Date: _____

By: _____
Commissioner
Board of Public Works

Date: _____

APPROVED AS TO FORM AND LEGALITY:
MICHAEL N. FEUER, City Attorney

ATTEST:
JUNE LAGMAY, City Clerk

By: _____
John A. Carvalho
Deputy City Attorney
Department of the City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

WHEREAS, the implementation of this program is critical and must be retained; and

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

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to supplement the Contract C-107485, as follows:

1. Incorporation of Original Agreements

Original Contract C-107485 and any subsequent amendments are hereby incorporated by reference in their entirety into this Supplemental Agreement as though fully set forth herein, and all terms and conditions contained therein remain in full force and effect.

2. Term

In accordance with Article 18 (Term of Agreement) of the original contract, the term of Contract C-107485 shall be three (3) years with two (2) three (3) year renewal options. Following the end of the three (3) year term on October 13, 2007, the City exercised its option to renew the contract term for another three (3) years. The first three (3) year renewal option expired on October 13, 2010 and the contract was renewed for another three (3) year term. The second three (3) year renewal option will expire on October 13, 2013. This Supplemental Agreement shall extend Contract C-107485 for two (2) years from October 14, 2013 to October 13, 2015.

The Supplemental Agreement may be terminated by the City if new contracts are fully executed for similar services before the end date of October 13, 2015. The City will provide the Contractor 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 completed by the Contractor at the request of the City.

4. Compensation

The estimated cost to pay for services for the Supplemental Agreement period shall not exceed \$35,858,000 out of an overall estimated contract cost of \$119,659,007. Payment for services shall commence on October 14, 2013 and end with the payment for services rendered up to October 13, 2015, or earlier if new contracts are executed before the end date of this agreement.

Invoice(s) shall be sent to:

Stanton Lewis
City of Los Angeles – Bureau of Sanitation
Solid Resources Support Services Division, Mail Stop 521

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

THE CITY OF LOS ANGELES

WASTE MANAGEMENT

By: _____
Commissioner
Board of Public Works

By: _____
Doug Corcoran
Director of Operations

Date: _____

Date: _____

By: _____
Commissioner
Board of Public Works

Date: _____

APPROVED AS TO FORM AND LEGALITY:
MICHAEL N. FEUER, City Attorney

ATTEST:
JUNE LAGMAY, City Clerk

By: _____
John A. Carvalho
Deputy City Attorney
Department of the City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____


Secretary

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
OCTOBER 3, 2007

CD: ALL

AUTHORITY TO EXECUTE CONTRACT RENEWAL OPTION WITH WASTE
MANAGEMENT – BRADLEY LANDFILL AND RECYCLING CENTER FOR THE
RECEIPT, TRANSFER, PROCESSING, AND REUSE OF RESIDENTIAL GREEN
MATERIAL FROM THE VALLEY AND METRO TRANSFER AREAS - CONTRACT
NO. C-107485

RECOMMENDATIONS

1. Approve and forward this report to the Mayor with the request that the Board of Public Works be authorized to execute the first 3-year personal services contract extension with Waste Management – Bradley Landfill and Recycling Center for the receipt, transfer, processing, and reuse of residential green material;
2. Upon the Mayor's authorization, the President or two members of the Board of Public Works will execute the contract renewal and
3. Return the executed contract to the Bureau of Sanitation for further processing. (Contact the Board Report Section at 213-485-4232 for pick-up).

TRANSMITTALS

1. Copy of the Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1 adopted May 26, 2004, authorizing the Bureau of Sanitation to execute contracts with Waste Management – Bradley Landfill and Recycling Center for the receipt, transfer, processing, and reuse of residential green material.
2. Copy of Contract No. C-107485, Renewal Option 1 and Amendment No. 1, authorizing the Bureau of Sanitation to utilize the services of Waste Management – Bradley Landfill and Recycling Center for the receipt, transfer, processing, and reuse of residential green material from the Valley and Metro transfer areas.

DISCUSSION

Background

The City of Los Angeles, Bureau of Sanitation, services over 750,000 single-family residences and small multi-family complexes and collects approximately 2,100 tons of green material per day. The curbside green material collection program continues to be the single largest contributor to the City's curbside diversion effort mandated by AB939 with over 550,000 tons per year of green material source-separated by the City residents and collected by Sanitation

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 OCTOBER 3, 2007

Page 2

staff. The majority of this material is processed by City-contracted green material processing facilities for beneficial reuse.

The City of Los Angeles, Bureau of Sanitation, Solid Resources Support Services Division (SRSSD) has retained Waste Management – Bradley Landfill and Recycling Center to provide “all-inclusive” recycling services for the receipt, transfer, processing, and recycling of green material (yard trimmings and horse manure) collected through the City’s Curbside Collection Program. The recycling services provided by the contractor include the designation of a local drop-off (transfer) site, removal of contaminants from the green material, handling, transporting, and disposing of the contaminants at a City-designated solid waste facility. The contractor also provides green material processing operations consisting of, but not limited to, chipping and grinding, composting, and co-composting. Processing of the green material also includes marketing, transporting, and delivering the final product to end-users identified and managed by the contractor.

To ensure operational flexibility and continuous service, the City needs to have multiple outlets for green material processing to address any service interruptions due to unscheduled shutdowns or suspended operations resulting from environmental regulations, weather conditions, regulatory actions, and market shifts. This includes utilizing multiple contractors and City forces to absorb any processing interruptions or seasonal increases in green material that cannot be handled by this single contractor.

Annual Costs

In FY 2005-06, the City collected over 500,000 tons of green material. The cost to process this material was \$14,464,829. Current fiscal year’s cost is estimated to be \$19,927,912. This increased cost is due to significant increase in diesel fuel prices and new regulatory requirements resulting in higher operating costs.

The table below summarizes the rate changes from FY 2004-05 to FY 2007-08 based on the annual adjustments in Consumer Price Index (CPI-U).

Metro Transfer Area

Year	CPI-U Percent	<100 TPD	100 to 250 TPD	250 to 500 TPD	>500 TPD
2004	NA	36.70	36.40	36.10	35.75
2005	3.614	38.03	37.72	37.40	37.04
2006	5.18	40.00	39.67	39.34	38.96
2007	2.924	174.12	81.44	61.67	54.00

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 OCTOBER 3, 2007

Page 3

Valley Transfer Area

Year	CPI-U Percent	<100 TPD	100 to 250 TPD	250 to 500 TPD	>500 TPD
2004	NA	24.92	24.67	24.42	24.18
2005	3.614	25.82	25.56	25.30	25.05
2006	5.18	27.16	26.89	26.61	26.35
2007	2.924	227.00	77.00	45.00	36.00

Proposed Term of Contract

The proposed term of the contract extension will be three years, with (1) one additional 3-year contract renewal option. The term of the original contract was three years with two 3-year contract renewal options for a potential total contract term of nine (9) years. The execution of this second 3-year contract and the remaining 3-year contract shall no longer require Council approval per C-107485 filed with the City Council on October 14, 2004.

The current 3-year contract term ends on October 13, 2007. The next 3-year contract term will be from October 14, 2007 through October 13, 2010.

MBE/WBE/OBE Subcontractor Outreach Program

The City established an MBE/WBE/OBE Subcontractor Outreach Program for this project with anticipated MBE and WBE participation levels of 12 and 5 percent, respectively. The participation levels that Waste Management of Los Angeles pledged at the time of award were 14.94 percent MBE, 0 percent WBE and 0.00 percent OBE. The actual participation levels achieved on the work invoiced as of August 30, 2007 are 23.18 percent MBE, 0.00 percent WBE, and 0.00 percent OBE. With this amendment, the pledged participation levels will be 18.63 percent MBE, 0.00 percent WBE, and 0.00 percent OBE.

The contract amount after the renewal is based upon the three previous years and an estimate for the fourth year. The amounts for years five and six are not included in this amount.

Gender/Ethnicity Codes:

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

As of August 2007, the MBE/WBE/OBE subconsultant participation for Waste Management of Los Angeles was as follows:

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 OCTOBER 3, 2007

Page 4

SUBCONSULTANT	GENDER/ ETHNICITY	MBE/ WBE/ OBE	% OF CONTRACT AMOUNT INVOICED	SUBCONTRACT AMOUNT INVOICED
J. I. Gandara Transport	M/HA	MBE	23.18%	\$5,001,809
Total MBE Participation			23.18%	5,001,809
Total WBE Participation			0.00%	0.00
Total OBE Participation			0.00%	0.00
Total Invoiced Amount				\$21,576,989

Revised contract pledged participation (including proposed Contract Renewal Option No. 1)

SUBCONSULTANT	GENDER/ ETHNICITY	MBE/ WBE/ OBE	% OF CONTRACT	SUBCONTRACT AMOUNT
J. I. Gandara Transport	M/HA	MBE	18.63%	\$9,020,114
Total MBE Participation			18.63%	9,020,114
Total WBE Participation			0.00%	0.00
Total OBE Participation			0.00%	0.00
Total Contract Amount				\$48,425,689

Other City Policies and Requirements

Nondiscrimination/Equal Employment Practices/Affirmative Action
 Living Wage Ordinance
 Equal Benefits Ordinance
 Business Tax Registration Certificate
 Child Support Obligation Ordinance
 Slavery Disclosure Ordinance
 Insurance Requirements
 American's With Disabilities Act
 The above requirements were submitted and on file.

Contractor Responsibility Ordinance

The contractor for this project will continue to be 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 requirements specified in this ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

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

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
OCTOBER 3, 2007

Page 5

Contract Administration

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

Headquarter and Workforce Information

Waste Management (Valley) Headquarters Address:
9081 Tujunga Avenue, Sun Valley, California 92352

Work Force Information: 47% of their workforce resides in the City of Los Angeles.

Waste Management (Metro) Headquarters Address:
840 S. Mission Road, Los Angeles, California 90023

Work Force Information: 55% of their workforce resides in the City of Los Angeles.

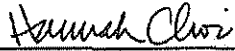
STATEMENT AS TO FUNDS

Funds are identified and budgeted for in the Bureau of Sanitation's Fund 100, Department 82, Account 6020 (Operating Supplies and Expenses) for Fiscal year 2007-2008 to pay for the green material processing fees (Tip Fees) of this 3-year Contract renewal option in the amount of \$26,848,700. The current 3-year Contract in the amount of \$21,576,989 added to the 3-year Contract renewal option total of \$48,425,689.

"This contract includes a "Financial Liability Clause" which states that "the City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

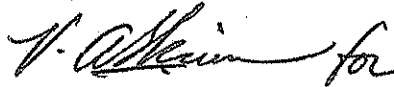
(BH JM AH EZ RPT WFB)

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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

Respectfully submitted,



RITA L. ROBINSON, Director
Bureau of Sanitation



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

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
OCTOBER 3, 2007

Page 6


APPROVED AS TO STATEMENT OF FUNDS

for M. C. Wadsworth
CRAIG V. BLOOMQUIST, Director
Office of Accounting

Date 9/27/07

Prepared by:
Stanton Lewis, SRSSD
213-485-3581

For the BPW meeting of 01-19-2011

TRANSMITTAL		0610-01876-0343
TO Board of Public Works	DATE JAN 06 2011	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	
<p>Second Amendment to Contract 107485 with Waste Management – Bradley Landfill and Recycling Center for Processing of Green Material</p> <p>Transmitted for further processing. See the City Administrative Officer report attached.</p> <p> for (Janelle Erickson)</p> <p>MAYOR</p>		
MAS:ER:06110055t		

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

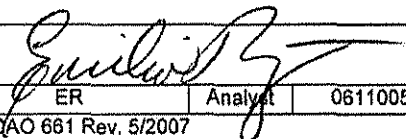
To: The Mayor	Date: 12/29/2010	C.D. No. All	CAO File No.: 0610-01876-0343				
Contracting Department/Bureau: Bureau of Sanitation		Contact: Bernadette Halverson (213) 485-3634					
Reference: Board of Public Works report dated November 24, 2010; additional information received through December 22, 2010.							
Purpose of Contract: Second contract amendment (Contract No. C-107485) exercising final renewal option for the Processing of Residential Green Material for the Valley and Metro facilities.							
Type of Contract: () New contract (X) Amendment		Contract Term Dates: October 14, 2010 through October 13, 2013					
Contract/Amendment Amount: \$ 37.8 million (estimated)							
Proposed amount \$ 37.8 million + Prior award(s) \$ 60.9 million = Total \$ 98.7 million							
Source of funds: Solid Waste Resources Revenue Fund							
Name of Contractor: Waste Management – Bradley Landfill & Recycling Center							
Address: 9081 Tujunga Avenue, Sun Valley, CA 91352							
	Yes	No	N/A*	8. Contractor has complied with:	Yes	No	N/A*
1. Council has approved the purpose	X			a. Equal Employmt. Oppty./Affirm. Action	X		
2. Appropriated funds are available	X			b. Good Faith Effort Outreach**	X		
3. Charter Section 1022 findings completed	X			c. Equal Benefits Ordinance	X		
4. Proposals have been requested	X			d. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			e. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			f. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: 47%				*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute a contract amendment with Waste Management – Bradley Landfill and Recycling Center (Waste Management) for the receipt, processing and reuse of residential green material collected through the City's residential curbside collection program. The City Council approved a three-year contract (Contract 107485) with Waste Management on September 29, 2004 (CF 04-1499) with an option to renew for two additional three-year periods, for a maximum term of nine years. The contract is on its sixth year which expired on October 13, 2010, and the Bureau is exercising its final renewal option. The total estimated cost for the next three years is \$37.8 million which incorporates rate changes, anticipated tonnage activity across Waste Management's two facilities under this contract, cost of living and other adjustments.

Background

The City collects approximately 550,000 tons of green waste material (about 30 percent of residential waste stream) annually from single and multifamily residential properties. The majority of this material is processed by contracted green material processing facilities in furtherance of the City's solid waste

 ER	Analyst	06110055	Assistant CAO	 City Administrative Officer
---	---------	----------	---------------	--

diversion goal of 70 percent. On October 14, 2004, the City executed a contract with Waste Management pursuant to a 2003 Request for Proposals for green waste collection and processing. Contract authority was obtained for multiple bidders to maintain a reliable recycling program. Waste Management handles the majority of contracted green waste processing for the City through its San Fernando Valley (Valley) processing and metropolitan Los Angeles (Metro) transfer facility locations. The City's green waste operations are supported by a secondary contractor to handle any seasonal green waste increases or service interruptions. The Bureau also handles a portion of the green waste volume in the Harbor and East Valley areas of the City. The contractor's scope of work includes:

- Designation of local transfer and processing sites capable of processing and distributing up to 1,000 gross tons of green material per day from the City;
- Green materials processing, inclusive of chipping, composting, marketing, transporting and delivery of final product to end users;
- Removal of contaminants; and,
- Handling, transporting and disposing of contaminants at a City-designated solid waste facility.

Contract Changes

Key contract changes for the proposed second amendment include:

- Designation of the Waste Management Metro Facility for as-needed use in lieu of current provisions for minimum daily tonnage requirements. This gives the Bureau the option to transfer most if not all material now going through the Metro Facility through the Central Los Angeles Recycling and Transfer Station (CLARTS) without a minimum obligation to use the Metro Facility. Since the City owns CLARTS, tipping fees do not apply to City municipal green waste delivered there.
- New rate schedules reflecting expanded tonnage delivery limits which provides the City a broader range of rate options. Separate rates apply for the processing of contaminants which is in line with the prior contract. Waste Management is currently processing about 941 tons per day (tpd) for the City between both facilities which resulted in \$13.1 million in contract payments in 2009-10. The cost for the first year of the contract renewal is estimated at \$12.3 million. This lower cost assumes decreased usage of the Metro facility with more tonnage going to Bradley, which has lower rates, via CLARTS. Actual and future year costs will vary based on tonnage collected, facilities usage, Consumer Price Index (CPI) inflationary adjustments and contamination removal.

Contract Rate Changes - Bradley				
	2008	2009	2010	2010-11 (proposed)
Tonnage				
Increments/CPI	5.4%	-2.4%	0.9%	0.9%
100 tpd or less	\$239.29	\$233.93	\$235.99	\$120.00
101 to 250 tpd	\$81.17	\$79.35	\$80.05	\$75.00
251 to 500 tpd	\$47.44	\$46.38	\$46.79	\$46.79 (250-450 tpd)
501 tpd or more	\$37.95	\$37.10	\$37.43	\$37.43 (450-600 tpd)
601 tpd or more	-	-	-	\$35.93

Contract Rate Changes - Metro				
	2008	2009	2010	2010-11 (proposed)
Tonnage				
Increments/CPI	5.4%	-2.4%	0.9%	0.9%
100 tpd or less	\$183.54	\$179.43	\$181.01	\$120.00
101 to 250 tpd	\$85.85	\$83.93	\$84.67	\$75.00
251 to 500 tpd	\$65.01	\$63.55	\$64.11	\$64.11 (250-450 tpd)
501 tpd or more	\$56.92	\$55.65	\$56.14	\$56.14 (450-600 tpd)
601 tpd or more	-	-	-	\$54.64

- Removal of the residential drop off program which provided City residents a drop off venue for yard trimmings in the Valley on weekends and working holidays. This service was reduced to one day a week in the first amendment and is being eliminated altogether due to lack of use.

Term of Contract

The contract was authorized for a three year term from date of execution with two three-year renewal options. This amendment implements the second and final option for the period October 14, 2010 through October 13, 2013.

Compensation, Invoicing and Payment

The City's payment to the contractor is provided solely on a cost-per-ton basis in accordance with negotiated green material processing rates. These rates incorporate the cost of receiving, loading and transporting of green material from the transfer site to designated compost facilities; grinding, sizing and composting of green material at these facilities; monitoring of project-related activities; and marketing of the finished compost products, as well as all of the contractor's overhead, capital costs, permit fees and profits.

The contractor will submit a complete invoice package on a bi-weekly basis as per timelines established in the contract. Invoices will be accompanied with supporting documentation including electronic databases and bi-weekly reports of green waste information and weight tickets.

Green waste processing is budgeted annually from the Solid Waste Resources Revenue Fund (SWRRF). The cost of the program is estimated at approximately \$12.3 million in year one (2010-11), \$12.6 million in year two and \$12.9 million in year three. Sufficient funds are budgeted for this purpose in the current fiscal year, and funding for subsequent years will be requested through each budget. The provision of a Financial Liability clause limits the City's financial exposure.

Contract Compliance

On July 12, 2010, this Office determined that the proposed work can be performed more feasibly by a contractor than by City employees. In terms of subcontractor outreach, Waste Management as of June 2010 achieved participation levels of 16.92 percent Minority Business Enterprise (MBE). The pledged MBE levels were 14.94 percent in the original contract and 18.63 percent in the first amendment. There were no pledged levels for Women Business Enterprise (WBE) or Other Business Enterprise (OBE). With the proposed amendment, pledged participation includes 13.28 percent MBE and 3.97 percent OBE. The OBE pledge is the result of adding Ecology Auto Parts to the City's list of

approved green waste haulers. Waste Management has provided satisfactory service to the City and continues to comply with all federal, state, and local regulatory and contractual requirements.

RECOMMENDATION

That the Mayor authorize the Board of Public Works (Board) to execute a second amendment to Contract 107485 with Waste Management – Bradley Landfill and Recycling Center for the final three-year contract term for the receipt, transfer, processing and reuse of residential green material, substantially in form to that included as an attachment to the Board report dated November 24, 2010.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Funding for green waste processing is funded annually in the Bureau of Sanitation's tip fees account from Solid Waste Resource Revenue Funds. The City would incur an estimated \$37.8 million in contract-related expenses commensurate with the three year term on this renewal option. The contract renewal also includes a Financial Liability clause that limits the City's financial exposure to costs that are supported with revenue from appropriated funds, which conforms to City Financial Policies.

MAS:ER:06110055

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
November 24, 2010

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
NOV 24 2010


Executive Officer

CD: ALL

AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO THE PERSONAL SERVICES CONTRACT NO. C-107485 WITH WASTE MANAGEMENT – BRADLEY LANDFILL AND RECYCLING CENTER FOR THE RECEIPT, PROCESSING, AND REUSE OF RESIDENTIAL GREEN MATERIAL FROM THE VALLEY AND METRO TRANSFER AREAS

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board of Public Works (Board) be authorized to execute Amendment No. 2 to Personal Services Contract C-107485 for the final three (3) year contract term with Waste Management – Bradley Landfill and Recycling Center for the receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas;
2. Upon the Mayor's authorization, the President or two (2) members of the Board will execute the amended contract; and
3. Return the executed amended contract to the Bureau of Sanitation (Bureau) for further processing. Contact Board Report Section at (213) 485-4246 for pick-up.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated May 26, 2004, authorizing the Bureau to execute a three (3) year personal services contract with Waste Management – Bradley Landfill and Recycling Center for the receipt, processing, and reuse of residential green material.
2. Copy of the proposed Amendment No. 2, to Personal Services Contract No. C-107485 between the City of Los Angeles (City) and Waste Management – Bradley Landfill and Recycling Center for the receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas. Originals will be delivered to the Board Office when the Board Report Section is notified at (213) 485-4246 that the amendment is ready for execution.
3. Telephone log to document the MBE/WBE/OBE outreach conducted for adding Ecology Auto Parts as a hauling subcontractor.

DISCUSSION

Background

The City of Los Angeles, Bureau of Sanitation provides curbside collection of green material to approximately 750,000 single-family residences and small multi-family complexes of four (4) units or less. On a daily average, the Bureau collects approximately 1,700 tons of green material from these customers. The collected green material is sent to both City-owned and privately-owned processing facilities for mulching and composting.

In October 2004, the Bureau established a contract with Waste Management for the receipt, transfer, processing, and beneficial reuse of residential green material (yard trimmings and horse manure) from the Valley and Metro areas. The contract required that Waste Management receives no less than 100 tons of green material per day with a contamination level of up to 50 percent (by volume), provide a transfer site, and remove and dispose of contamination prior to further processing.

Proposed Term of Renewal Contract

On May 26, 2004, the Board approved a personal services contract (Transmittal 1) with Waste Management – Bradley Landfill and Recycling Center for a term of three (3) years with two (2) three (3) year renewal options for a potential total contract term of nine (9) years. Following the end of the first term on October 13, 2007, the contract was renewed for another three (3) year term which will expire on October 13, 2010. Council approval is not required for the execution of the second three (3) year term or the final three (3) year term, since the original Council approval on October 14, 2004 included the renewal options. Waste Management satisfactorily complied with all the contract requirements and therefore, the Bureau recommends extending the contract for another three (3) year term. The new contract term will be from October 14, 2010 through October 13, 2013.

Changes to the Contract

With the proposed Amendment No. 2 (Transmittal No. 2) the Bureau is proposing changing the rate schedule and tonnage delivery limits of green material for both Waste Management facilities serving the Metro and Valley areas (see Tables 1 and 2). The unit cost for the processing of contaminants was reduced by approximately 33 percent. The change in tonnage thresholds as well as the cost reduction in processing contaminants will therefore result in lowering the overall contract cost.

This proposed Amendment No. 2 will also provide the City with the option of utilizing the Waste Management - Waste Transfer and Recycling Center Metro facility (WTR) on an "as-needed" basis, provided the City gives Waste Management a minimum forty eight (48) hour notice of its intent to use WTR. There will be no minimum tonnage requirement and no billing cycle commitment associated with the use of WTR.

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 November 24, 2010

Page 3

This proposed Amendment No. 2 will also remove the residential weekend drop-off service because the City has not used this service at all. It will also add Ecology Auto Parts as a trucking subcontractor.

In addition, this proposed Amendment No. 2 will reduce the pledged MBE participation level from 18.63 percent to 13.28 percent.

TABLE 1 - RATE SCHEDULE					
WASTE MANAGEMENT – METRO FACILITY	DAILY AVERAGE GROSS TONNAGE DELIVERY INCREMENTS - PER BILLING CYCLE				
	*TPD=Tonnage per day				
	Less than or equal to 100 TPD*	Greater than 100 but less than or equal to 250 TPD	Greater than 250 but less than or equal to 450 TPD	Greater than 450 but less than or equal to 600 TPD	Greater than 600 TPD
Total Processing Rate	\$120.00 Per ton	\$75.00 Per ton	\$63.55 Per ton	\$55.64 Per ton	\$54.14 Per ton
Unit Cost for Processing Contaminants	\$120.00 Per ton	\$70.88 Per ton	\$50.50 Per ton	\$46.05 Per ton	\$44.55 Per ton

TABLE 2 - RATE SCHEDULE					
WASTE MANAGEMENT – VALLEY FACILITY	DAILY AVERAGE GROSS TONNAGE DELIVERY INCREMENTS - PER BILLING CYCLE				
	*TPD=Tonnage per day				
	Less than or equal to 100 TPD*	Greater than 100 but less than or equal to 250 TPD	Greater than 250 but less than or equal to 450 TPD	Greater than 450 but less than or equal to 600 TPD	Greater than 600 TPD
Total Processing Rate	\$120.00 Per ton	\$75.00 Per ton	\$46.38 Per ton	\$37.10 Per ton	\$35.60 Per ton
Unit Cost for Processing Contaminants	\$120.00 Per ton	\$70.88 Per ton	\$61.83 Per ton	\$53.58 Per ton	\$52.08 Per ton

Annual Costs

In FY 2009-10, the City collected over 402,000 tons of residential green material and the total tip fee payments to green material contractors amounted to \$18,477,738. Of this total amount, \$13,070,690 was paid to Waste Management.

City Policies and Requirements

The contractor shall continue to comply with City policies and requirements as follows:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage Ordinance and Service Contractor Worker Retention Ordinance
- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligation Ordinance
- Slavery Disclosure Ordinance
- Insurance and Performance Bond Requirements
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Non-Collusion Affidavit
- Contract History
- Los Angeles Residence Information
- First Source Hiring Ordinance

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the CAO Clearinghouse on April 8, 2010.

Charter Section 1022

On July 12, 2010, the Office of the City of Administrative Officer (CAO) determined that the work proposed to be contracted can be performed more feasibly by a contractor than by City employees. The CAO findings indicate there is insufficient City staff to perform the proposed green material processing service and additional staff cannot be employed and trained in a timely manner to meet the Bureau's needs.

MBE/WBE/OBE Subcontractor Outreach Program

The City established an MBE/WBE/OBE Subcontractor Outreach Program for this contract with anticipated MBE and WBE participation levels of 12 percent and 5 percent, respectively. When the contract was awarded, the pledged participation levels were 14.94 percent MBE, 0.00 percent WBE, and 0.00 percent OBE. For Amendment No. 1, the pledged participation levels were 18.63 percent MBE, 0.00 percent WBE, and 0.00 percent OBE. As of June 30, 2010, Waste Management has achieved participation levels of 16.92 percent MBE, 0.00 percent WBE, and 0.00 percent OBE. Upon approval of Amendment No. 2, the pledged participation levels will be 13.28 percent MBE, 0.00 percent WBE, and 3.97 percent OBE.

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 1
 November 24, 2010

Page 5

Under the proposed Amendment No. 2, Ecology Auto Parts will be added as a hauling subcontractor as a backup to Gandara Transport. Waste Management informed the City that it had conducted an outreach to MBE/WBE/OBE transportation companies (Transmittal No. 3) and added Ecology Auto Parts to the City's list of approved green material haulers. Out of the six (6) companies that WM contacted, three (3) haulers submitted a bid. Among the three (3) bids received, Ecology Auto Parts, offered the lowest hauling rate and met Waste Management's green material hauling requirements.

Gender/Ethnicity Codes:

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

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

The actual MBE/WBE/OBE subcontractor participation levels for Waste Management as of June 30, 2010 are:

Subcontractors	Gender/Ethnicity	MBE/ WBE/ OBE	% of Contract Invoice	Subcontract Amount Invoiced
J.I.Gandara Transport	M/HA	MBE	16.92%	\$6,999,579
Total MBE Participation			16.92%	\$6,999,579
Total WBE Participation			0.00%	\$0
Total OBE Participation			0.00%	\$0
Total Invoiced Amount				\$41,379,754

Upon approval of Amendment No. 2, the pledged participation levels for Waste Management will be 13.28 percent MBE, 0.00 percent WBE, and 3.97 percent OBE.

Subcontractors	Gender/Ethnicity	MBE/ WBE/ OBE	% of Pledged Contract	Pledged Subcontractor Amount
J.I.Gandara Transport	M/HA	MBE	13.28%	\$9,812,453
Ecology Auto Parts		OBE	3.97%	\$2,936,409
Total MBE Participation			13.28%	\$9,812,453
Total WBE Participation			0.0%	\$0
Total OBE Participation			3.97%	\$2,936,409
Anticipated Total Contract Amount				\$73,884,661

Contractor Responsibility Ordinance

The contractor for this project will continue to be 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 this

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
November 24, 2010

Page 6

ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

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 a Contractor Performance Evaluation Report to the Bureau of Contract Administration (Department of Public Works) upon completion of this contract.

First Source Hiring Ordinance

This contract is subject to the applicable provisions of First Source Hiring Ordinance as specified in Article 18, Chapter 1, Division 10 of the Los Angeles Administrative Code. Violation of the provisions of this ordinance will render the contract subject to termination and/or other legal remedies that may be available.

Contract Administration

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

Headquarters and Workforce Information

Waste Management (Metro) Headquarters Address:

840 S. Mission Road, Los Angeles, California 90023

Work Force Information: 55 percent of their workforce resides in the City of Los Angeles.

Waste Management (Valley) Headquarters Address:

9081 Tujunga Avenue, Sun Valley, California 92352

Work Force Information: 47 percent of their workforce resides in the City of Los Angeles.

City Attorney Review

The proposed Contract Amendment No. 2 has been approved as to form by the Office of the City Attorney.

STATEMENT AS TO FUNDS

To pay for green material processing contractual services, funding in the amount of \$20,526,598 is available in FY 2010-11. The funding source is Fund 508, Department 50, Account G282, Object 602. Of this total amount, \$12,315,959 will be used to pay Waste Management services. Funding for the years following FY 2010-11 will be identified through the City's annual budget process.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
November 24, 2010


Page 7

This contract includes a "Financial Liability Clause" which states that: "The City's liability under this contract shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract."

Respectfully submitted,



ENRIQUE S. ZALDIVAR, Director
Bureau of Sanitation


COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


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


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

APPROVED AS TO STATEMENT OF FUNDS


VICTORIA A. SANTIAGO, Director
Office of Accounting
Date: 11/19/10


Prepared by:
Bernadette Halverson, P.E.
Solid Resources Support Services Division
(213) 485-3634

C-107485

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
WASTE MANAGEMENT – BRADLEY LANDFILL
AND RECYCLING CENTER
FOR THE RECEIPT, PROCESSING, AND REUSE OF
RESIDENTIAL GREEN MATERIAL FROM THE
VALLEY AND METRO TRANSFER AREAS

2004

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WASTE MAN-
 AGENCY – BRADLEY LANDFILL AND RECYCLING CENTER FOR THE RECEIPT,
 PROCESSING AND REUSE OF RESIDENTIAL GREEN MATERIAL FROM THE VALLEY
 AND METRO TRANSFER AREAS

TABLE OF CONTENTS

ARTICLE 1 – SECTION HEADINGS.....	5
ARTICLE 2 – DEFINITIONS.....	5
ARTICLE 3 – PROJECT DESCRIPTION.....	11
ARTICLE 4 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR.....	12
ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY.....	30
ARTICLE 6 – SUSPENSION AND TERMINATION.....	31
ARTICLE 7 – SUBCONTRACTORS’ APPROVAL.....	37
ARTICLE 8 – COMPENSATION, INVOICING AND PAYMENT.....	41
ARTICLE 9 – CHANGES OR MODIFICATION.....	51
ARTICLE 10 – INSURANCE AND BONDS.....	51
ARTICLE 11 – INDEMNIFICATION.....	58
ARTICLE 12 – INDEPENDENT CONTRACTORS.....	58
ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR.....	59
ARTICLE 14 – NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	60
ARTICLE 15 – MINORITY, WOMEN AND OTHER BUSINESS OUTREACH PROGRAMS.....	60
ARTICLE 16 – SUCCESSORS AND ASSIGNS.....	61
ARTICLE 17 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION.....	61
ARTICLE 18 – TERM OF AGREEMENT.....	62
ARTICLE 19 – FORCE MAJEURE.....	63
ARTICLE 20 – SEVERABILITY.....	63
ARTICLE 21 – DISPUTES.....	64
ARTICLE 22 – ENTIRE AGREEMENT.....	64
ARTICLE 23 – GOVERNING LAW.....	64
ARTICLE 24 – LOS ANGELES CITY BUSINESS TAX REGISTRATION.....	64
ARTICLE 25 – PROTECTION OF TRADE NAME PRODUCTS.....	65
ARTICLE 26 – EMPLOYMENT AND TRAINING POLICY.....	65
ARTICLE 27 – CHILD CARE POLICY.....	65
ARTICLE 28 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS.....	66
ARTICLE 29 – COMPLIANCE WITH YEAR 2000.....	67
ARTICLE 30 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE.....	68
ARTICLE 31 – AMERICANS WITH DISABILITIES ACT.....	73
ARTICLE 32 – EQUAL BENEFITS ORDINANCE.....	73
ARTICLE 33 – WAIVER.....	76
ARTICLE 34 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION.....	76
ARTICLE 35 – CONTRACTOR PERFORMANCE EVALUATION.....	76
ARTICLE 36 – PERMITS.....	76
ARTICLE 37 – CONTRACTOR RESPONSIBILITY ORDINANCE.....	77
ARTICLE 38 – SLAVERY DISCLOSURE ORDINANCE.....	78

ARTICLE 39 – BREACH.....	79
EXHIBITS.....	81
EXHIBIT A - LIST OF POTENTIAL MBE/WBE/OBE SUBCONTRACTORS (SCHEDULE A)....	82
EXHIBIT B – MBE/WBE/OBE UTILIZATION PROFILE (SCHEDULE B).....	83
EXHIBIT C – INSURANCE REQUIREMENTS	84
EXHIBIT D1 – CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS.....	85
EXHIBIT D2 – CHILD CARE POLICY STATEMENT.....	86
EXHIBIT E – CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT	87
EXHIBIT F – CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE ...	88
EXHIBIT G – CITY OF LOS ANGELES – SLAVERY DISCLOSURE ORDINANCE	89
EXHIBIT H – NOTICE OF PROHIBITION AGAINST RETALIATION.....	90
EXHIBIT I – COMPLIANCE WITH LIVING WAGE ORDINANCE.....	91
EXHIBIT J – COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE.....	92
EXHIBIT K – BUSINESS REGISTRATION TAX CODE.....	93
APPENDIX A – DESIGNATED REUSE FACILITIES.....	94

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WASTE MANAGEMENT –
BRADLEY LANDFILL AND RECYCLING CENTER FOR THE RECEIPT, PROCESSING,
AND REUSE OF RESIDENTIAL GREEN MATERIAL FROM THE VALLEY AND METRO
TRANSFER AREAS

THIS AGREEMENT is made and entered into by and between the CITY OF LOS AN-
GELES, a municipal corporation, acting by order of and through its Board of Public Works
(hereinafter referred to as “CITY”) and Waste Management – Bradley Landfill and Recycling
Center (hereinafter referred to as “CONTRACTOR”).

WITNESSETH

WHEREAS, pursuant to the provisions of the California Integrated Solid Waste Man-
agement Act, the CITY has as its goal to divert seventy percent (70 %) of all solid waste from
solid waste facilities by 2020, through source reduction, recycling, reuse, and composting; and

WHEREAS, GREEN MATERIAL comprises approximately thirty percent (30%) of the
estimated residential waste stream which the CITY collects; and

WHEREAS, on March 10, 2003, the CITY issued a Request For Bid for a GREEN MA-
TERIAL processing facility, for the receipt, reuse, processing, and marketing services of
GREEN MATERIAL collected by the CITY; and

WHEREAS, on May 23, 2003 five (5) bids were submitted and all were responsive; and

WHEREAS, WASTE MANAGEMENT – BRADLEY LANDFILL AND RECYCLING
CENTER was deemed to be a qualified respondent as determined through the competitive bid
process; and

WHEREAS, the selected the CONTRACTOR has demonstrated qualifications to perform said services, hereinafter referred to as PROJECT; and

WHEREAS, the implementation of this PROJECT is critical and must be retained; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required professional and technical services in connection with the PROJECT as outlined herein;

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 – SECTION HEADINGS

The section headings appearing herein 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 are used herein, and that each shall have the meaning set forth opposite the same:

AGREEMENT

This AGREEMENT, including all attachments appended hereto between the CITY and the CONTRACTOR.

APPLICABLE LAW

All statutes, rules, regulations, permits, requirements or orders of the United States, State of California, CITY, County of Los Angeles, and all other federal, state, regional, county and local government authorities and agencies having ap-

plicable jurisdiction that apply to or govern the DESIGNATED COMPOST FACILITIES, the TRANSFER SITE or the performance of the CONTRACTOR'S respective obligations under this AGREEMENT.

BOARD

The BOARD of Public Works of the CITY of Los Angeles.

CALENDAR DAY

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

CERTIFIED WEIGH STATION

A WEIGH STATION found to be in compliance with the Weight and Measure laws in the California Business and Professions Code, and operated by a licensed weigh master. The weigh station shall also bear a seal of approval by a county sealer of weights and measures under the supervision and direction of the Secretary of Food and Agriculture.

CITY

The CITY of Los Angeles, including its BOARD of Public Works or its Subordinate Bureaus.

CITY PROJECT MANAGER

The Refuse Collection Division Manager or his or her designated representative.

CONTAMINANTS Materials that are not recoverable or reusable for the purpose of this PROJECT.

CONTRACTOR WASTE MANAGEMENT – BRADLEY LANDFILL AND RECYCLING CENTER

CONTRACTOR'S PROJECT MANAGER An appointed representative from WASTE MANAGEMENT – BRADLEY LANDFILL AND RECYCLING CENTER authorized to act on behalf of the CONTRACTOR'S interest on all matters of this AGREEMENT.

DESIGNATED REUSE FACILITIES Facilities (listed in Appendix A) or otherwise approved by the CITY employed by the CONTRACTOR to produce finished end products from processed CITY GREEN MATERIAL.

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

GREEN MATERIAL Chipped or bulk tree brush and/or yard grass trimmings, plant and tree clippings, horse manure, leaves and discarded green waste from CITY parks, yards, gardens, CITY facilities, residential curbside collection or drop-off pro-

grams in the CITY, Christmas trees and other mutually accepted organic bulking agents generated and collected from within the geographical boundaries of the CITY by the CITY or its designated agent.

GROSS TON

Load weight comprised of green material and contaminants.

HORSE MANURE

A combination of horse feces, straw, sawdust and wood shavings.

**REFUSE DISPOSAL FACILITY
LANDFILL**

Bradley Landfill located at
9081 Tujunga Avenue, Sun Valley, CA 92352.

LEGAL HOLIDAY

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY, on which Holidays the CITY does not collect CITY WASTE or GREEN MATERIAL.

MARKETING

The promotion, marketing and sale of GREEN MATERIAL as finished products as specified in Section 4.7 of ARTICLE 4.

MONITORING

The observing, documenting and reporting of all PROJECT-related activities as defined in ARTICLE 4.

PROCESSING

The conversion of GREEN MATERIAL into a beneficial product by means of chipping, screening, cleaning, grinding, sizing and/or composting for use as compost or mulch at a designated compost/mulch facility or other uses as stated in Section 4.7 of ARTICLE 4.

PROJECT

The receiving and transporting, PROCESSING, CLEANING, MONITORING and MARKETING of GREEN MATERIAL, through composting, in accordance with all applicable permits and environmental laws as specified in ARTICLE 3.

SANITATION

The Los Angeles CITY Bureau of Sanitation operating under the BOARD of Public Works.

TON

2,000 pounds

TRANSFER SITE

Bradley Landfill and Recycling Center, 9081 Tujunga Avenue, Sun Valley, CA, 92352, operated by the CON-

TRACTOR to receive, transfer, and transport GREEN MATERIAL to the DESIGNATED REUSE FACILITIES.

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 6902 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 U.S.C. 9601 et seq., as amended, and regulations promulgated thereunder; or in any future additional or substitute federal, State of California or local laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous waste; (b) infectious medical waste resulting from medical procedures which may cause or is capable of causing disease, including body fluids, laboratory cultures, pathological waste and sharps; (c) any waste that contains a radioactive material, the stor-

age or disposal of which is subject to State of California or federal regulation; or (d) listed as unacceptable waste in any of the LANDFILL's operating permits (SWFP, Waste Discharge Requirements, etc.).

WEIGHT TICKET

Receipt for GREEN MATERIAL or CONTAMINANTS weighed at CONTRACTOR'S certified weigh station, a duplicate of which is required to be provided to CITY pursuant to Section 4.9 or ARTICLE 4, or a receipt for GREEN MATERIAL or CONTAMINANTS weighed at a certified weigh station at the REFUSE DISPOSAL FACILITY, which is required to be provided to CITY pursuant to Section 4.6 of ARTICLE 4.

ARTICLE 3 – PROJECT DESCRIPTION

The PROJECT shall consist of the following:

- 3.1 The delivery of GREEN MATERIAL to the TRANSFER SITE(s) from the CITY curbside collection program or residential drop-off program.
- 3.2 The CONTRACTOR'S receiving and loading of GREEN MATERIAL at the TRANSFER SITE(s).

- 3.3 The CONTRACTOR'S processing of GREEN MATERIAL by means of chipping, screening, cleaning, grinding and/or sizing at the CONTRACTOR'S processing site for beneficial reuse.
- 3.4 The CONTRACTOR'S transporting of GREEN MATERIAL from the TRANSFER SITE (see Section A.4 of Appendix A) for reuse at DESIGNATED REUSE FACILITIES and/or other facilities as approved by the CITY.
- 3.5 The CONTRACTOR'S beneficial reuse and recycling of GREEN MATERIAL as stated in Section 4.7 of ARTICLE 4.
- 3.6 The CONTRACTOR'S MARKETING and sale of the finished product as stated in Section 4.7 of ARTICLE 4.

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

- 4.1 The CONTRACTOR shall perform work with a degree of skill and diligence normally employed by the contractors performing the same or similar services.
- 4.2 Assignment of PROJECT MANAGER

The CONTRACTOR shall appoint a project manager to coordinate and supervise the work to be performed under the terms of this AGREEMENT (hereinafter referred to as the "CONTRACTOR'S PROJECT MANAGER"). The CONTRACTOR'S PROJECT MANAGER shall have full authority to act on behalf of the CONTRACTOR at all times to carry out the provisions of this AGREEMENT. The CONTRACTOR shall immediately notify the CITY PROJECT MANAGER in writing of a substitution of the CONTRACTOR'S PROJECT MANAGER.

4.3 Receipt of GREEN MATERIAL

The CONTRACTOR shall be responsible for receiving, cleaning, disposing of contaminants, chipping and grinding, composting, co-composting, and/or otherwise processing for reuse, and/or mulching of bulk/un-ground GREEN MATERIAL from CITY collection vehicles and/or CITY transfer trailers (operating under CITY contract) at the CONTRACTOR'S PROCESSING facility during weekdays, weekends, and holidays. The CONTRACTOR may also receive finished and cleaned products such as chipped and ground green material, compost or mulch from CITY facilities for further processing (if necessary), marketing, distribution, and transporting to end users arranged and designated by the CONTRACTOR.

The CONTRACTOR shall assume full title to and complete responsibility for the materials delivered by the CITY or its CONTRACTOR upon acceptance thereof by CONTRACTOR at its TRANSFER/PROCESSING or Residential Drop-off Program facility. As part of the Residential Drop-Off Program, the CONTRACTOR will provide residen-

tial drop-off services to City residents during the weekends, and CITY working holidays (except legal holidays). The CITY may at its discretion, reduce the frequency of service to monthly or quarterly basis if demand for the residential drop-off service is minimal. Residents are to show proof of residence by producing either a DWP water bill or driver's license with a CITY of Los Angeles address. GREEN MATERIAL loads from Commercial businesses will not be accepted. Deliveries of GREEN MATERIAL by residents participating in the residential drop-off program in vehicles larger than a one (1) ton pickup truck will not be permitted acceptance by the CONTRACTOR. The CONTRACTOR will submit with the invoice an electronic database report of the time, date, resident name, address, tonnage and WEIGHT TICKET number for each residential load accepted at the TRANSFER SITE in the time period for which the invoice is calculated pursuant to Section 8.8 of ARTICLE 8. The CONTRACTOR shall maintain a written residential drop-off log of each delivery with estimated weights and a description of the type of loads (i.e. three (3) twenty (20) gallon containers, pickup truck bed – struck, heaped, half-full, etc.) received at the TRANSFER SITE. The CONTRACTOR shall perform periodic (every four months) sampling of residential loads to determine estimated weight per residential load as directed by the CITY'S PROJECT MANAGER. The estimated weight per residential load determined from the sampling event shall apply for invoicing purposes for the Residential Drop-Off Program until the next sampling event is performed.

- 4.4 The CITY shall not be required to pay CONTRACTOR for GREEN MATERIAL deliveries by residents for which CONTRACTOR does not provide the residential drop-off log

required by this Section to the CITY. The CITY shall pay CONTRACTOR for the GREEN MATERIAL deliveries corresponding to the data in the log, but shall assess CONTRACTOR a penalty pursuant to Section 7.3(c)2 if the data is not submitted with the original invoice as required by this Section.

4.5 Material Processing

The CONTRACTOR shall be responsible for processing bulk GREEN MATERIAL by means of chipping, cleaning, screening, grinding, mulching, and/or sizing for beneficial reuse as stated in Section 4.7 this ARTICLE.

4.6 Contamination Removal

The CONTRACTOR shall be responsible for accepting GREEN MATERIAL loads with an inbound contamination level of up to fifty percent (50%) by volume. Upon visual inspection if a CITY GREEN MATERIAL load appears to be greater than 50% trash by volume the CONTRACTOR may deem the entire load as being a refuse load with concurrence of the CITY'S representative. A record of the truck number, driver name, and a photograph of the material prior to mixing it with other loads for processing will be required to present to the CITY'S representative, if the CITY'S representative cannot be present to inspect the load within two (2) hours of being notified of the occurrence.

When the inbound contamination level in a GREEN MATERIAL load delivered by the CITY is greater than fifty percent (50%) by volume; the disposal of the entire contaminated load will be charged to the CITY according to the rate schedule for processing CONTAMINANTS in Table A.1 of Article 8. Contamination processing costs for re-

moved CONTAMINANTS from GREEN MATERIAL with less than fifty percent (50%) contamination (by volume), and contamination processing costs for disposal of entire GREEN MATERIAL loads exceeding fifty percent (50%) contamination shall be invoiced as separate line items. Official WEIGHT TICKETS shall accompany the invoice from the certified weigh station at the REFUSE DISPOSAL FACILITY. The CITY shall not be required to pay CONTRACTOR for any solid waste facility tipping fees for which WEIGHT TICKETS are not included with the invoice. After receipt of the WEIGHT TICKETS, the CITY shall pay CONTRACTOR for the tipping fees corresponding to the WEIGHT TICKETS, but shall assess CONTRACTOR a penalty pursuant to Section 7.3(c)2 if the WEIGHT TICKETS are not submitted with the original invoice as required by this Section. The CONTRACTOR is required to keep the GREEN MATERIAL and contaminant loads received from the CITY segregated from GREEN MATERIAL and contaminant loads from other customers or sources.

Outbound GREEN MATERIAL from the transfer/drop-off station must be clean to a 0.5% contamination level or less (by weight) with no greater than a two (2) inch size of contaminant material in any dimension if the material is being directly land applied as mulch at the final site. Outbound GREEN MATERIAL contamination from the transfer facility can only meet or exceed one percent (1%) contamination if it is being transferred to another permitted transfer station/compost facility for further cleaning and processing. The final compost/mulch product may not be greater than 0.5% contamination (by weight). Contaminants are non-compostable or biodegradable material for the purposes of this project. Several photographs of the outbound material or finished product cleaned

to the quantitative degree specified above will be taken at the CONTRACTOR'S facility to serve as a cursory guide of the contaminant level in the outbound GREEN MATERIAL or finished product. The CONTRACTOR is required to remove the CONTAMINANTS from the GREEN MATERIAL to the same qualitative degree shown in the photographs. The CONTRACTOR is required to perform a composition analysis every four (4) months in the presence of a CITY representative to determine the percentage of contamination in the processed GREEN MATERIAL prior to final application as mulch or compost. The CONTRACTOR is also required to perform composition analysis of processed GREEN MATERIAL if in the estimation of the CITY representative the GREEN MATERIAL does not meet 0.5% contamination level (by weight) by visual inspection of the finished product. The CONTRACTOR shall demonstrate to the Lead Enforcement Agency (LEA), local agricultural department, and the CITY, the quality of cleanliness achievable prior to initiating mulch or compost distribution in a given jurisdiction and to address any of their reservations prior to distribution. Contaminants picked from the CITY'S GREEN MATERIAL (including oversized material) must be disposed of at a solid waste facility having a contract with City of Los Angeles to dispose of solid waste.

4.7 Beneficial Reuse of GREEN MATERIAL

GREEN MATERIAL from the CITY'S curbside collection program is not to be used by the CONTRACTOR as Alternative Daily Cover (ADC) at any solid waste disposal facility.

The CONTRACTOR shall be responsible for ensuring that sound and useful products be produced from the CITY'S GREEN MATERIAL for beneficial reuse, and that a market is procured for the total amount of finished products, including but not limited to soil amendment, dust suppressants, fertilizer, bulking agents, co-compost, compost and/or mulch, topsoil, seed cover, feedstock for resource/energy recovery processes or constituents for goods made from a recycling process.

4.8 Hours of Operation

The CONTRACTOR shall accept deliveries of GREEN MATERIAL collected by the CITY at the TRANSFER SITE between the hours of 6:00 a.m. and 6:00 p.m., Monday through Saturday except on a LEGAL HOLIDAY. For any week in which a LEGAL HOLIDAY occurs Monday through Friday, the CONTRACTOR'S facilities shall remain open to accept such deliveries from 6 a.m. to 6 p.m. on the Saturday following the LEGAL HOLIDAY. The CONTRACTOR agrees that upon request by the CITY that the TRANSFER SITE remain open to accept such deliveries at times other than those delineated above within regulatory PERMIT restrictions applicable to the facility.

4.9 Certified Weigh Scales and WEIGHT TICKETS

The CONTRACTOR is responsible for operating and maintaining a computerized weighing system fully compatible with CITY computer systems with separate scales for inbound and outbound weighing of City trucks, transfer trailers and residential vehicles. If the CONTRACTOR'S weighing system is capable of recording, storing and retrieving vehicle tare weights, outbound weighing will not be necessary. Routine verification of

CITY vehicle tare weight recordings will be conducted by a CITY representative for accuracy. The CONTRACTOR shall be responsible for determining the total tonnage of GREEN MATERIAL received at the TRANSFER SITE and loaded onto its transport trailers and the total tonnage of contaminants separated from the GREEN MATERIAL through the use of official WEIGHT TICKETS from the CONTRACTOR'S CERTIFIED WEIGH STATION. A WEIGHT TICKET shall be given to each CITY collection driver delivering a load of GREEN MATERIAL to the transfer facility.

The CONTRACTOR shall have all CITY collection trucks officially weighed prior to each truck depositing its load at the TRANSFER SITE and all of its transport trailers weighed prior to leaving the TRANSFER SITE. All WEIGHT TICKETS shall have the gross weight, date and time prior to unloading; the tare weight, date and time after unloading; the net weight for each trip, the truck number of the appropriate CITY collection truck and the license number of the appropriate transport trailer. CONTRACTOR'S invoice to CITY shall include all WEIGHT TICKETS for GREEN MATERIAL accepted at the TRANSFER SITE during the time period for which the invoice is calculated pursuant to Section 8.8 of ARTICLE 8. CITY shall not pay CONTRACTOR for that portion of the GREEN MATERIAL delivered for which WEIGHT TICKETS are not included with the invoice, except for that portion of the weight received from the residential drop-off program in which the estimated weight per residential load is determined from periodic sampling events. After receipt of the WEIGHT TICKETS, CITY shall pay CONTRACTOR for the GREEN MATERIAL corresponding to the WEIGHT TICKETS, but shall assess CONTRACTOR a penalty pursuant to Section 7.3(c)2 if the WEIGHT

TICKETS are not submitted with the original invoice as required by this Section.

WEIGHT TICKETS that are submitted, but are in non-compliance with this Section shall be rejected and no payment made for that portion of the GREEN MATERIAL delivered.

To the extent that all the certified motor truck scales are not operating or cannot be used, the CONTRACTOR shall use every effort to minimize the period during which certified truck scales are not operable. If the permanent motor truck scales will not be functioning for more than twenty (20) days, the CONTRACTOR shall use a portable scale until the permanent scales are operable.

Pending installation of the portable scale or repair of the permanent truck scales, the CONTRACTOR shall estimate the quantity of GREEN MATERIAL delivered at the TRANSFER SITE on the basis of truck and transfer trailer volumes, tare weight, the DESIGNATED COMPOST FACILITIES weigh records, and data obtained through historical information.

A. All weight tickets shall be affixed with the following legend:

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on the certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions

Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

- B. There shall also appear on each certificate, and all copies thereof, the printed name of the principal weigh-master as it appears on the license. Note: any reference to Public, Private, or Public at Large shall be removed.

- C. All information contained on the certificate shall be clear and legible. Each certificate must be numbered consecutively.

- D. The complete signature of the weighmaster who determined each weight, measure or count. The name of a weighmaster may be imprinted electronically on the weigh-master certificate in lieu of a handwritten signature, if the electronically imprinted name is that of the weighmaster who weighed, measured or counted the commodity or that of another weighmaster pursuant to California Business and Professions Code.

4.10 Food Waste

The CITY has interest in recycling food waste collected through the residential curbside collection program. During the term of the contract, the scope of services provided by the CONTRACTOR may include the performance of pilot studies for the transfer and processing of food waste at a negotiated price per ton of food waste processed.

4.11 Transfer and Processing Area Designation

Transfer/processing areas are designated in Section A.4 of Appendix A. CITY trucks are not to be diverted by the CONTRACTOR to other transfer/processing sites without written approval of these sites by the CITY.

4.12 Transfer/Processing Site Requirements

The CONTRACTOR shall maintain control of the accepting transfer/receipt site and related processing facilities for the term of CONTRACT.

The transfer site and processing site must be capable of processing and distributing two thousand two hundred (2,200) to twenty thousand (20,000) gross tons of GREEN MATERIAL from the CITY per month without excessive stockpiling of materials or causing delivery delays. The transfer/processing sites and related processing facilities must be of sufficient capacity and capable of providing the throughput required to accommodate CITY deliveries without disruption, delay, nuisance, or violation of applicable laws.

4.13 Truck Turn-Around Time and Queuing

The CONTRACTOR shall enable the turn-around time period for the CITY'S vehicles entering the accepting transfer/receipt site, including but not limited to waiting in line, weighing their loads, and dumping their loads, to be no longer than twenty-five (25) minutes. The CONTRACTOR shall provide sufficient queuing space within the site boundaries to avoid vehicles queuing on CITY streets at all times. The City may deliver green material loads to facilities other than the CONTRACTOR'S transfer/receipt site if time

delays (exceeding the designated turn-around time period of twenty-five (25) minutes) are being experienced at the CONTRACTOR'S transfer/receipt site. Minimum tonnage deliveries required of the City shall not apply during periods of delay caused by the CONTRACTOR.

4.14 CITY Priority

The CONTRACTOR shall give GREEN MATERIAL vehicles of the CITY of Los Angeles priority access to the transfer/receipt facility over Non-CITY of Los Angeles customers. The CONTRACTOR shall ensure that transfer and GREEN MATERIAL processing services are not hindered, delayed, or interfered with because of services provided to Non-City of Los Angeles users of the transfer and processing facilities.

The CONTRACTOR shall perform all activities in connection with its responsibilities under this AGREEMENT in accordance with APPLICABLE LAWS, rules, regulations, and permit requirements of the federal, state and local governments and their subordinate agencies. The CONTRACTOR shall perform all mitigation measures and monitoring at the TRANSFER SITE as required by all applicable permits. Additionally, the CONTRACTOR shall be responsible for reasonable periodic on-site observations at the DESIGNATED REUSE FACILITIES and shall cease delivery of materials to such DESIGNATED REUSE FACILITIES if the CONTRACTOR learns that permits required for PROCESSING of GREEN MATERIAL have expired or have been revoked or otherwise have become invalid, or the CONTRACTOR fails to operate the transfer/receipt or reuse facility in accordance with applicable laws.

4.15 Facility Maintenance

The CONTRACTOR shall be responsible for providing and maintaining its own trucks, drivers, and any other necessary personnel and equipment required to receive GREEN MATERIAL from the CITY'S collection vehicles at the TRANSFER SITE. The CONTRACTOR shall also be responsible for transporting such GREEN MATERIAL to the DESIGNATED REUSE FACILITIES or other sites as approved by the CITY for PROCESSING and reuse.

4.16 Spill Prevention

All trucks used for the transportation of GREEN MATERIAL from the TRANSFER SITE to the DESIGNATED REUSE FACILITIES or other sites shall be tarped and secured before leaving the loading site.

The CONTRACTOR shall submit a detailed, complete spill response plan to the CITY ten (10) days prior to receiving the first truckload of green material. Such plan shall comply with all applicable laws, rules, and regulations and is subject to approval by the CITY.

Once the GREEN MATERIAL has been loaded onto the CONTRACTOR'S trucks and any spillage or other accidental deposit of the GREEN MATERIAL takes place anywhere en route other than at the TRANSFER SITE or the DESIGNATED REUSE FACILI-

TIES, the CONTRACTOR must remove and clean up the spilled materials from the affected area.

4.17 Operating Resources

The CONTRACTOR shall employ staff, equipment, materials, supplies and services to operate, maintain, and manage the TRANSFER SITE in accordance with generally accepted skills and practices of the waste management industry.

4.18 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 scale house at the TRANSFER SITE, to monitor weighing operations, and to verify recorded tare weights of CITY delivery vehicles and scale accuracy.

4.19 Processing Capacity

The CONTRACTOR shall be responsible for receiving a minimum of one hundred (100) gross tons per day (tpd) of GREEN MATERIAL at each TRANSFER/PROCESSING facility (Valley and Metro respectively). The minimum yearly tonnage will be twenty-six thousand four hundred (26,400) gross tons per year and the minimum monthly tonnage would be approximately twenty-two hundred (2,200) gross tons per month. Both the CONTRACTOR and the CITY acknowledge that there will be seasonal fluctuations. Under normal operating conditions, the CONTRACTOR will transport all GREEN MATERIAL received at the TRANSFER SITE to its DESIGNATED REUSE FACILITIES no later than twenty-four (24) hours after receipt of these materials.

4.20 Contamination Removal

The CONTRACTOR shall also be responsible for removing and disposing such CONTAMINANTS in accordance with all APPLICABLE LAWS. The CONTRACTOR shall be compensated for such services as specified in ARTICLE 8.

The CONTRACTOR is required to maintain records and account for contaminants generated from CITY loads apart from contaminants produced by other customers.

The CONTRACTOR shall be responsible for determining the percentage by weight of CONTAMINANTS in the GREEN MATERIAL and producing WEIGHT TICKETS to substantiate the percentage of contaminants. For one week every four (4) months, a gross waste percentage survey will be performed at the transfer/receipt facility to determine the percentage of CONTAMINANTS in the GREEN MATERIAL for verification purposes. The CONTRACTOR shall not charge the CITY for any expenses related to the performance of these gross waste percentage surveys. The CITY PROJECT MANAGER will be permitted by the CONTRACTOR to observe the gross waste percentage surveys performed by the CONTRACTOR. Over a five (5) day period, CONTAMINANTS removed from the GREEN MATERIAL shall be weighed on certified scales and calculations performed to determine the weight percentage of CONTAMINANTS. Each CITY truck containing residential GREEN MATERIAL shall be weighed during the five (5) day period to determine gross incoming weight of GREEN MATERIAL. The CONTRACTOR shall notify the CITY PROJECT MANAGER, within twenty-four (24) hours, of any GREEN MATERIAL load received at the TRANSFER SITE which contains a

contamination level of fifty percent (50%) or higher. Said load will be subject to inspection by CITY personnel or its agents prior to being sorted or disposed in a SOLID WASTE FACILITY. If a CITY representative does not arrive to inspect the load within two (2) hours, the load can be taken to a solid waste disposal facility.

The CITY shall be entitled to reimbursement from the CONTRACTOR for contamination disposal charges if the difference in contamination percentage between contamination percentage determined from the survey and the contamination percentage charged to the CITY is in excess of 10% (ten percent).

The CONTRACTOR shall provide an annual monetary contribution, not to exceed thirty-six thousand dollars (\$36,000), to the Contamination Reduction Program (along with other City contractors processing GREEN MATERIAL and recyclables) to support routine inspections of residential containers and dissemination of information regarding correct container usage and recycling procedures.

4.21 Applicable Laws

The CONTRACTOR certifies that all PROCESSING utilized at its TRANSFER SITE and the DESIGNATED REUSE FACILITIES will comply with applicable local, state and federal laws, rules, regulations and pronouncements. The CONTRACTOR further certifies that all finished compost products of which GREEN MATERIAL is a component will meet all applicable local, state and federal specifications.

The CITY will not be held responsible for, and disclaims any resulting liability thereof, for the CONTRACTOR'S failure to comply with applicable local, state, and federal laws, rules, regulations and pronouncements, the result of which is not, in whole or in part, due to the negligence or willful misconduct of the CITY, its agents or employees.

4.22 Site Inspection

The CONTRACTOR agrees that the TRANSFER SITE, the DESIGNATED REUSE FACILITIES and equipment used for the performance of this AGREEMENT are subject to reasonable inspections, during normal working hours, by CITY personnel or its agents without prior notice. Said inspections shall be for the purpose of insuring compliance with the terms of this AGREEMENT and APPLICABLE LAWS, rules and regulations. CITY personnel must always be accompanied by the CONTRACTOR while on-site.

4.23 Biweekly Electronic Database Reports

The CONTRACTOR shall submit Bi-weekly Electronic Database Reports corresponding to the time periods for submitting invoices stated in section 8.8 of ARTICLE 8. Bi-weekly electronic reports shall conform to the sample Electronic Database Report provided in Section A.2 of Appendix A. The details in said reports shall comply with the reasonable requirements of the CITY. The CONTRACTOR will provide the CITY electronic transfer of the reported data by e-mail or delivery of a diskette. Bi-weekly reports submitted to the CITY PROJECT MANAGER must contain the following information:

- A. Name of TRANSFER SITE where the load was received
- B. CITY Collection Truck Number (full five digits) for all CITY trucks depositing GREEN MATERIAL.
- C. WEIGHT TICKET(s) information: for each CITY load of deposited GREEN MATERIAL including gross weight, truck tare weight, net weight, date and time, collection district, section, route number and truck number
- D. Total number of loads received per month
- E. Total weekly tonnage of GREEN MATERIAL received at the TRANSFER SITE
- F. Total tonnage and percent by weight of CONTAMINANTS received from GREEN MATERIAL and location of disposal facility for the contaminants
- G. Total number of rejected loads due to high level of contamination
- H. Total weekly tonnage of GREEN MATERIAL shipped from the TRANSFER SITE to the final reuse site
- I. Summary of total Year-To-Date for all items listed above

CITY shall not be required to pay CONTRACTOR for GREEN MATERIAL deliveries by CITY trucks for which CONTRACTOR does not provide the above information in an electronic database report to CITY. After receipt of the data in an electronic database, the CITY shall pay CONTRACTOR during each billing cycle for the GREEN MATERIAL deliveries corresponding to the data, but shall assess CONTRACTOR a penalty pursuant to Section 7.3(c)2 if the data is not submitted with the original invoices as required by this Section.

4.24 Records

The CONTRACTOR shall maintain such records with respect to all operations pursuant to this AGREEMENT, as are usually kept in the ordinary course of the CONTRACTOR'S business. All of the aforementioned records shall be clearly identifiable. The CONTRACTOR shall make available to the representative of the CITY all such books and records, and the right to examine and audit the same, and to make transcripts or copies therefrom. The CONTRACTOR shall maintain and allow inspection of all said books, data, documents, proceedings, and activities related to this AGREEMENT for a period of three (3) years from the date of final payment under this AGREEMENT.

ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

- 5.1 The CITY PROJECT MANAGER'S authority shall extend to authorizing modifications to this AGREEMENT as are mutually agreed upon in writing and approval by the Board.
- 5.2 The CITY shall be responsible for providing the CONTRACTOR GREEN MATERIAL at a minimum of one hundred (100) gross tons per day for the term of the AGREEMENT. The minimum yearly tonnage thereafter shall be twenty-six thousand four hundred (26,400) gross tons per year and the expected minimum monthly tonnage shall be approximately two thousand two hundred (2,200) gross tons per month. Delivery of the minimum tonnage begins on the date of the first delivery, unless said minimum tonnage

is modified by mutual written CITY agreement. Both the CONTRACTOR and the CITY acknowledge that there will be seasonal fluctuations.

- 5.3 The CITY or its agents shall be responsible for delivering or cause to be delivered GREEN MATERIAL collected by the CITY to the TRANSFER/PROCESSING SITE and to be processed and transported by the CONTRACTOR to the DESIGNATED RE-USE FACILITIES for beneficial REUSE.
- 5.4 CITY shall perform all of its duties hereunder in compliance with all applicable laws and regulations, including the CONTRACTOR'S generally applicable site rules.

ARTICLE 6 – SUSPENSION AND 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, which is not dismissed within ninety (90) 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, under Title 11 of the United States Code, or any other applicable insolvency, reorganization or similar law; or the ap-

pointing of a receiver, liquidator, trustee or a similar official of the CONTRACTOR;

- (ii) Material Inaccuracy of any warranty or representation made herein by the CONTRACTOR, as of the AGREEMENT date which impairs the CONTRACTOR'S ability to perform hereunder;
- (iii) Failure to maintain control of the TRANSFER SITE through a lease, ownership or other AGREEMENT;
- (iv) Failure to obtain or maintain all applicable permits and approvals;
- (v) Failure to accept GREEN MATERIAL collected by the CITY, in the amounts described in Section 4.12 of ARTICLE 4, hereof;
- (vi) Failure to operate and maintain the TRANSFER SITE in compliance with all permits and APPLICABLE LAW;
- (vii) Failure to maintain the insurance or self insurance, and performance bond, required by the provisions of ARTICLE 10, hereof;
- (viii) Failure to perform any other material obligation of the CONTRACTOR under the terms of this AGREEMENT;

- (ix) Failure to properly clean, process and reuse GREEN MATERIAL in accordance with applicable laws and acceptance by the local Department of Health Agricultural Commission, Planning Commission, and California Integrated Waste Management Board Authority (CIWMB);
- (x) Failure on more than three (3) occasions to submit accurate electronic database reports with the invoice on a bi-weekly basis;
- (xi) Failure on more than three (3) occasions to submit weight receipts for processed GREEN MATERIAL and contamination on a bi-weekly basis;
- (xii) Failure on more than three (3) occasions to correct report and billing errors with the CITY in a timely manner (two [2] weeks);
- (xiii) Failure to correctly represent the tonnage of contaminants received from the CITY at the CONTRACTOR'S facilities (i.e. reporting tonnage from other customers);
- (xiv) Failure to conduct the residential drop-off program as stated in Section 4.4 of ARTICLE 4.

The foregoing shall not constitute an EVENT 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) days, from receipt of the notice given pursuant to subsection 6.1 of ARTICLE 6, hereof.

6.2 EVENTS OF DEFAULT by the CITY:

EVENTS OF DEFAULT by the CITY shall be:

- (i) Failure of the CITY to pay the approved invoice(s) defined in Section 8.2 of ARTICLE 8 within seventy-five (75) days as specified in Section 8.9 of ARTICLE 8, hereto;

- (ii) Failure to deliver GREEN MATERIAL to the TRANSFER SITE in accordance with Section 5.2 of ARTICLE 5, hereof.

The foregoing shall not constitute an EVENT 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) days, from receipt of the notice given pursuant to subsection (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 in accordance with Sections 6.1 and 6.2 of ARTICLE 6. However, no such termination, except termination for the bankruptcy or in-

solvency of the of the CONTRACTOR described in item (i) of Section 6.1 of ARTICLE 6, hereof, or the failure of the CONTRACTOR to provide insurance coverage described in item (vii) 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, ARTICLE 6; and
- (ii) an opportunity for consultation with the terminating party before termination, and in the case of the CITY terminating the CONTRACTOR and 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) of Section 6.3.

6.4 Limitation of Damages

If this contract is terminated by either party for any reason or if either party is found to be in default of its obligations under said contract, the other party shall be entitled to such damages as may be demonstrated, but in no event shall any party be responsible for damages to any other party in a total amount in excess of two hundred thousand dollars

(\$200,000.00); provided, this two hundred thousand dollar (\$200,000.00) limit shall not apply to all amount owed by the CITY to the CONTRACTOR for services rendered up until the effective date of such termination.

ARTICLE 7 – SUBCONTRACTORS' APPROVAL

- 7.1 The CONTRACTOR shall not eliminate or diminish the level of work participation of any certified MBE/WBE subcontractors without prior written approval of the CITY, which approval shall not be unreasonably withheld.
- 7.2 With the exception of subcontracts listed in the CONTRACTOR'S original proposal, all subcontracts relative to this AGREEMENT in excess of ten thousand dollars (\$10,000.00) shall require prior approval of the CITY, which shall not be unreasonably withheld or delayed. A copy of all other subcontracts shall also be submitted to the CITY showing the subcontractors' name and estimated dollar value of each subcontract. Wholly owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. No subconsultants or subcontractors to the CONTRACTOR shall have any contractual rights against the CITY; they are not the intended beneficiaries of this AGREEMENT.

7.3A. Substitution

The CONTRACTOR shall not substitute any person as subcontractor in place of the subcontractors listed in the original proposal except in the following instances:

1. When the subcontractor listed in the proposal, after a reasonable opportunity to do so, fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plans, and specifications for the project involved, or the terms of such subcontractor's written proposal, is presented to it by the CONTRACTOR;
2. When the listed subcontractor becomes bankrupt or insolvent;
3. When the listed subcontractor fails or refuses to perform its subcontract;
4. When the CONTRACTOR'S PROJECT MANAGER determines that the work being performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance or the listed subcontractor is substantially delaying or disrupting the progress of the work;
5. When the listed subcontractor fails to submit an Affirmative Action Plan accepted by the BOARD; or

6. Any other legitimate business reason presented by the CONTRACTOR, and approved by the CITY.

The CONTRACTOR shall make a request in writing to the BOARD for the substitution of subcontractors, giving reason therefore. The BOARD shall mail a written notice to the listed subcontractor giving reasons for the proposed substitution. The listed subcontractor shall have five (5) working days from the date of such notice within which to file with the BOARD written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Article within the times specified herein shall constitute a waiver of objection to the substitution by the listed subcontractor.

If written objections are filed, the BOARD shall give five (5) days' notice to the CONTRACTOR and to the listed subcontractor of a hearing before the scheduled BOARD session on the CONTRACTOR'S request for substitution. The determination by the BOARD shall be final.

7.3B Assignment

The CONTRACTOR shall not permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original sub-

contractor listed on the original proposal without the consent of the BOARD, which approval shall not be unreasonably withheld.

7.3C Penalties

The CONTRACTOR violating any provisions of this subsection shall be deemed in default of the AGREEMENT, and the BOARD may at its discretion cancel the AGREEMENT subject to the notice and cure provisions of Section 6.1A.

7.3D In any proceeding under this Section, the CONTRACTOR shall be entitled to a public hearing before the BOARD to contest the CITY'S PROJECT MANAGER'S ACTION and five (5) days' notice of the time and place thereof.

7.3E A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the CONTRACTOR giving the name of the subcontractor and description of work to be performed by each subcontract), shall be filed within fifteen (15) CALENDAR DAYS after award of contract with the Office of Contract Compliance of the Bureau of Contract Administration. Each subcontract shall contain a reference to the AGREEMENT and the General Conditions of the AGREEMENT between the CITY and the CONTRACTOR, and the terms and conditions of said AGREEMENT shall be made a part of each subcontract insofar as applicable to the work to be performed by the subcontractor.

ARTICLE 8 – COMPENSATION, INVOICING AND PAYMENT

8.1 Compensation

For and in consideration of the services performed by the CONTRACTOR as described in ARTICLE 4 herein, the CITY shall compensate the CONTRACTOR on a cost-per-ton basis, which shall be the sole compensation paid to the CONTRACTOR by the CITY for all services provided by the CONTRACTOR, except as otherwise agreed in writing by both parties. The CONTRACTOR agrees that the cost-per-ton stated to the CITY includes all its overhead, capital costs, permit fees, profits and any and all other costs of the PROJECT. The schedule shown in Tables A.1 & A.2 of Section 8.3 will apply. A discount of two percent (2%) will be applied to the invoice amount for payments received by CONTRACTOR within thirty (30) days of the billing date. Contamination removal rates will be based on actual tonnages delivered and will be verified by characterization studies performed pursuant to Section 4.21 of ARTICLE 4.

8.2 The CONTRACTOR agrees that the service fee for all services provided in this AGREEMENT shall be calculated based on the bi-weekly GREEN MATERIAL tonnage received by the CONTRACTOR at the TRANSFER SITE as follows:

$$\text{Service Fee} = [(Y - C) \times P] + (C \times R)$$

Where

- Y = the aggregate quantity of GREEN MATERIAL received by the CONTRACTOR including CONTAMINANTS (unit tons);
- C = Quantity of CONTAMINANTS removed from GREEN MATERIAL (unit tons);
- P = GREEN MATERIAL PROCESSING rates specified in Tables A.1 & A.2 of Section 8.3 (which account for volume discounting). These rates include the cost of (1) receiving, loading and transporting of GREEN MATERIAL from the TRANSFER SITE to the DESIGNATED COMPOST FACILITIES; (2) grinding, sizing and/or composting of GREEN MATERIAL at the DESIGNATED COMPOST FACILITIES; (3) MONITORING of PROJECT-related activities; and (4) MARKETING of the finished compost and/or mulch products (unit: \$ per ton)

R = Unit cost for each ton of CONTAMINANTS removed from GREEN MATERIAL and disposed of at SOLID WASTE FACILITY except for the UNPERMITTED WASTE.

8.3 The rates P and R used in the formulas in Section 8.2 of this ARTICLE will vary according to the average daily tonnage amount delivered to the facility over any bi-weekly billing cycle as shown in the rate schedules in Tables A.1 & A.2 on the following pages.

METRO AREA CO-COMPOST QUALITY RATE SCHEDULE		TABLE A RATE SCHEDULE			
TERM	WASTE MANAGEMENT'S WASTE TRANSFER AND RECYCLING CENTER	DAILY AVERAGE TONNAGE DELIVERY INCREMENTS - PER BILLING CYCLE			
		Less than or equal to 100 tpd	Greater than 100 but less than 250 tpd	Greater than 250 but less than 500 tpd	Greater than 500 tpd
P	Total Processing Rate	\$36.70 Per ton	\$36.40 Per ton	\$36.10 Per ton	\$35.75 Per ton
R	Unit Cost for Processing Contaminants	\$35.00 Per ton	\$34.65 Per ton	\$34.30 Per ton	\$33.96 Per ton
Pg	Unit Cost for Processing Cleaned and Ground Material	\$30.88 Per Ton	\$30.61 Per Ton	\$30.37 Per Ton	\$30.08 Per Ton

VALLEY AREA CO-COMPOST QUALITY RATE SCHEDULE		TABLE B RATE SCHEDULE			
TERM	WASTE MANAGEMENT'S WASTE TRANSFER AND RECYCLING CENTER	DAILY AVERAGE TONNAGE DELIVERY INCREMENTS - PER BILLING CYCLE			
		Less than or equal to 100 tpd	Greater than 100 but less than 250 tpd	Greater than 250 but less than 500 tpd	Greater than 500 tpd
P	Total Processing Cost	\$24.92 Per ton	\$24.67 Per ton	\$24.42 Per ton	\$24.18 Per ton
R	Unit Cost for Processing Con- taminants Removed From Green Material received from the City's curbside collection program, including handling, tip fees, transportation and all other cost associated with contaminant removal (not to exceed \$35 per ton of con- taminants removed from the City green material)	\$35.00 Per ton	\$34.65 Per ton	\$34.30 Per ton	\$33.96 Per ton
P1	Cost per ton for receipt and transfer of green material to the reuse site	\$17.34 Per Ton	\$17.17 Per Ton	\$17.00 Per Ton	\$16.83 Per Ton
Pg	Cost per ton for processing and reuse of finished cleaned and ground green material from other CITY facilities	\$20.00 Per Ton	\$19.80 Per Ton	\$19.60 Per Ton	\$19.41 Per Ton

8.4 The costs-per-ton specified in Table A.1 & A.2 of Section 8.3 of this ARTICLE shall be firm for the first partial CITY fiscal year of the AGREEMENT and will be adjusted July 1, 2004 following the contract execution date, and on each July 1st (except the first July) 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%).

8.5 Should the CONTRACTOR suffer substantial increased costs associated with the services it is providing pursuant to this AGREEMENT, which are outside its control, the

CONTRACTOR may request an increase in the cost-per-ton paid by the CITY based on cost substantiation. The CONTRACTOR agrees to provide the CITY with substantiated written documentation supporting its request for any increase in the cost-per-ton to the CITY. The CITY shall have the right to review the documentation and either agree to pay the requested increase, a different negotiated amount, or deny the CONTRACTOR'S request. Examples of increased costs outside of the CONTRACTOR'S control include, but are not limited to, such items as changes in regulatory and tax requirements. Any increase granted by the CITY shall be retroactive to the effective date of the increased cost upon a verifiable substitution as provided by the CONTRACTOR.

8.6 The CITY'S obligation to provide compensation to the CONTRACTOR under this AGREEMENT shall only be to the extent of the CITY appropriation to fund this AGREEMENT. No action, statement or omission of any officer, agent or employee of the CITY shall impose any obligation upon the CITY, such officer, agent or employee of the CITY, except to the extent the CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT. No work shall create an immediate indebtedness nor shall indebtedness arise against the CITY for said work until and unless there is an appropriation of funds to pay for said work.

8.7 CITY shall pay the CONTRACTOR for services rendered hereunder in an amount to be calculated and described in Sections 8.1, 8.2, 8.3, 8.4, 8.5, 8.8 and 8.12 provided herein. Such sums shall be paid in accordance with bi-weekly invoices prepared by the CONTRACTOR and submitted to the CITY as described in Sections 8.8, 8.9, 8.10, and 8.11.

8.8 Invoicing

The CONTRACTOR shall submit to CITY an original and three (3) copies of an invoice, for services rendered from the first to and including the fourteenth (14th) day of each calendar month by the twenty-fifth (25th) day of the month and shall submit an original and three (3) copies of an invoice for services rendered from the fifteenth (15th) day to the end of each calendar month by the tenth (10th) day of the subsequent month. Invoices shall be supported by WEIGHT TICKETS and other source documents as may be reasonably required by the CITY to establish the amount of such invoices as being acceptable. Photocopies of WEIGHT TICKETS will be accepted.

Original supporting expenditure documentation is preferred; however, photocopies supporting documentation if marked "original", signed and dated by an authorized person, will be acceptable. Payroll documents relative to this AGREEMENT shall be kept by the CONTRACTOR for a period of five (5) years and made available to the CITY upon request.

An MBE/WBE/OBE utilization report listing MBE/WBE/OBE subcontractors, monthly amounts invoiced by each subcontractor, invoiced amounts paid to date to each firm by the CONTRACTOR, shall be submitted as part of the monthly invoice.

8.9 The CITY shall review the CONTRACTOR'S invoice(s) and notify the CONTRACTOR in writing of exceptions or any disputed tonnage within sixty (60) days of receipt. The total invoice amount less any exceptions or disputed tonnage shall be considered ap-

proved for payment by the CITY. If the CITY does not notify the CONTRACTOR of exceptions or disputed tonnage within sixty (60) days of receipt, then the entire invoice amount shall be deemed approved for payment. The CITY shall pay the CONTRACTOR all amounts approved for payment within seventy-five (75) days after the CITY PROJECT MANAGER receives the CONTRACTOR'S invoices.

8.10 Invoices shall be submitted to:

Division Manager
Solid Resources Support Services Division
Bureau of Sanitation
419 South Spring Street, Suite 900
Los Angeles, CA 90013

8.11 The CITY shall not be responsible for the payment of invoices or supplemental invoices submitted to the CITY more than sixty (60) days after the date of service.

8.12 Should the CITY require the use of the finished product, the CONTRACTOR agrees to offer the CITY right of first refusal, based upon a negotiated price per ton.

8.13 Penalties

The CITY shall assess the CONTRACTOR a penalty of two percent (2%) of the amount of any invoice affected by the following violations of the provisions of this AGREEMENT:

- A. Failure to submit accurate electronic reports with the invoices, as provided in Sections 4.4 and 4.23 of ARTICLE 4.
- B. Failure to submit WEIGHT TICKETS with the invoices, as provided in Sections 4.6 and 4.09 of ARTICLE 4.
- C. Failure to submit invoices by the due dates provided in Section 8.8 of ARTICLE 8.
- D. Failure to resolve invoice discrepancies.
- E. Submitting false reports of CONTAMINANTS in CITY'S GREEN (i.e. charging CONTAMINANT disposal from other customers to the CITY'S account).

These penalties will be assessed in addition to making any corrections to the invoices resulting from resolving any inaccuracies associated with the above violations. Persistent violations (more than three (3) occurrences) involving invoice and reporting requirements shall be cause for the BOARD (at its discretion) to cancel the AGREEMENT.

ARTICLE 9 – CHANGES OR MODIFICATION

- 9.1 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.
- 9.2 Should the CITY or its representatives request the CONTRACTOR to perform any related service that is not within the scope of ARTICLE 4 herein, the CONTRACTOR is required to perform the service, and the cost for such service shall be negotiated at the time of request.
- 9.3 Compensation for services described in ARTICLE 4 above, as well as adjustments for an overall increase in the level of effort expended by the CONTRACTOR shall not include an adjustment of the costs paid to the CONTRACTOR for services required as a result of errors, or omissions or other problems, which are solely the fault of the CONTRACTOR.

ARTICLE 10 – INSURANCE AND BONDS

10.1 General Conditions

During the term of this AGREEMENT and without limiting the CONTRACTOR'S indemnification of the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this AGREEMENT the insurance having the limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts

and types listed on Attachment "A" hereto covering its operations hereunder subject to the following conditions:

10.1.1 Additional Insured/Loss Payee

The CITY, its BOARD, Officers, Agents and Employees shall be included as additional insured in all liability insurance policies except: Worker's Compensation/Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverage (such as Fire Legal) and Owners and Contractors Protective Liability in which latter case the CITY shall be Named Insured. The CITY shall be named Loss Payee as its interest may appear in all required property, fidelity or surety coverage.

10.1.2 Insurance Requirements

All insurance required hereunder shall conform to the CITY requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Section 11.45 through 11.56.

10.1.3 Primary Insurance

Such insurance shall be primary with respect to any insurance maintained by the CITY and shall not call on the CITY'S insurance for contributions.

10.1.4 Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.

10.1.5 Prior Approval

Evidence of insurance shall be submitted and approved by the City Attorney and the City Risk Manager and shall be obtained prior to commencement of any work or tenancy under this AGREEMENT.

10.1.6 Thirty (30) Day Notice

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) days' written notice by receipted delivery to (1) The Office of City Attorney, 200 North Main Street, 1800 City Hall East, Los Angeles, CA 90012-4168, Attention Insurance And Bonds, and (2) Refuse Collection Division, see address in Article 17. With respect to renewal, a letter of intent and status from the CONTRACTOR will satisfy notice requirement.

10.1.7 Acceptable Evidence

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 or other evidence acceptable to the City Attorney and the City Risk Manager containing language which sub-paragraphs 10.1.1 through

10.1.7 above. With respect to professional liability insurance, either a signed copy of the Policy Declaration Page or a letter from the CONTRACTOR'S insurance broker certifying coverage, together with a thirty (30) day cancellation notice endorsement in favor of the CITY will satisfy this requirement.

10.1.8 Severability of Interest

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.

10.1.9 Renewal

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 of this Article must be submitted.

10.2 Worker's Compensation

By signing this AGREEMENT, the CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq. of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with the provisions of that code, and that all 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 not related to this AGREEMENT, the CONTRACTOR shall give the CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance within the CONTRACTOR'S best judgment that may reasonably be expected to 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 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 Risk Manager 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) days' written notice of such changes. If such change should result in substantial additional cost to the CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

10.6 Failure to Procure 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 the CONTRACTOR'S insurance broker or agent including an indication of 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, the CONTRACTOR'S failure to procure or maintain the required insurance or 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 interests and pay any and all premiums in connection therewith, and recover all monies so paid from the 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

The CONTRACTOR shall place on file with the CITY a Contract Performance Bond executed by a responsible corporate surety, authorized to issue bonds in the State of California and secured through an authorized Agent.

A Contract Performance Bond in the amounts of two hundred thousand dollars (\$200,000.00) in a form acceptable to the City Attorney will be obtained.

The Bond shall remain active for the duration of this AGREEMENT and for the duration of every renewal period thereafter.

10.9 The CONTRACTOR shall satisfy all insurance and bond requirements before the CONTRACTOR receives the first delivery of GREEN MATERIAL. The CONTRACTOR'S failure to meet these requirements by the time the CONTRACTOR is permitted to receive its first delivery of GREEN MATERIAL may be considered by the CITY to constitute a material breach of this AGREEMENT.

ARTICLE 11 – INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, its agents or employees, the CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any and all of the CITY'S BOARD, 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 or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage of, or destruction to any property of either party hereto or of third parties, arising in any manner by reason of negligence, willful misconduct, errors and omissions incident to the performance of this AGREEMENT on the part of the CONTRACTOR or its subcontractors of any tier.

ARTICLE 12 – INDEPENDENT CONTRACTORS

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

ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

13.1 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.

13.2 The CONTRACTOR shall be responsible for the professional quality of the 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 specified in ARTICLE 6 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAWS, 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, CITY-furnished data or any third party.

ARTICLE 14 – NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 14.1 The CONTRACTOR agrees and obligates itself not to discriminate during performance of this AGREEMENT against any employee or applicant because of race, religion, national origin, ancestry, sex, age or physical handicap. All subcontractors awarded under this AGREEMENT shall contain a like nondiscrimination clause.
- 14.2 The CONTRACTOR and the CITY acknowledge the specific Affirmative Action Program, that the CONTRACTOR agrees to execute and abide by, has been filed with and approved by the CITY'S BOARD of Public Works Office of Contract Compliance.

ARTICLE 15 – MINORITY, WOMEN AND OTHER BUSINESS OUTREACH PROGRAMS

The CONTRACTOR agrees and obligates itself to comply with the MBE/WBE/OBE Outreach Program as described in the Mayor's Directive 26. The CONTRACTOR further agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level which meets or exceeds the level of participation outlined in the CONTRACTOR'S proposal to the CITY. 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.

The CONTRACTOR agrees to submit MBE/WBE utilization reports with each invoice submitted to the CITY for payment.

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, which consent shall not be unreasonably withheld.

ARTICLE 17 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

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

To the CITY:

Contact Persons:

Alex Helou

Solid Resources Support Services Division Manager

419 South Spring Street, Suite 900

Los Angeles, CA 90013

(213) 473-7926

CC:

Bureau of Sanitation Assistant Director

433 South Spring Street, Suite 400

Los Angeles, CA 90013

(213) 473-7999

To the CONTRACTOR:

Contact Persons:

Doug Corcoran

District Manager

9081 Tujunga Avenue

Sun Valley, CA 92352

(818) 767-6180

ARTICLE 18 – TERM OF AGREEMENT

The term of this AGREEMENT shall be three (3) years' contract term for the service outlined within this AGREEMENT from the date of contract execution by the CITY as referred to in the first paragraph of this AGREEMENT, with two (2) three (3) year renewal options. If either party intends not to extend the AGREEMENT for a three (3) year extension, the non-renewing party shall notify the other party of its intent not to extend the AGREEMENT at least ninety (90) days prior to the expiration date of the existing term of the AGREEMENT. The term of the contract will automatically renew unless either part states in writing ninety (90) days prior to the end of the original contract that they wish to cancel this contract. The first three (3) year

term of this AGREEMENT is deemed to begin running the day the City Clerk signs the AGREEMENT.

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. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of state or local government in either sovereign or contractual capacity, epidemics, freight embargoes or delays in transportation and changes in state, federal or local law which renders the CITY'S GREEN MATERIAL inappropriate for use as a soil amendment or fertilizer; or other intended use by the CONTRACTOR, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

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 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 REGISTRATION

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 certificate to be revoked or suspended. The CONTRACTOR'S failure to meet this requirement may be deemed a material breach of this AGREEMENT.

ARTICLE 25 – PROTECTION OF TRADE NAME PRODUCTS

Both parties understand that the CITY is not in a position to guarantee protection of the CONTRACTOR'S trade secrets, however, the CITY agrees that it will assist the CONTRACTOR in a reasonable attempt to protect the integrity of the final composition of registered trade name products.

ARTICLE 26 – EMPLOYMENT AND TRAINING POLICY

This AGREEMENT is subject to Executive Directive No. 57. This Directive requires contracts of five hundred thousand dollars (\$500,000) or more to submit a Job Training Partnership Act Declaration Form.

ARTICLE 27 – CHILD CARE POLICY

The CONTRACTOR has complied with the CITY Child Care Policy by submitting a Child Care Policy Declaration Statement. The CITY Child Care Policy is designed to address the development and implementation of child care policies and practices by vendors.

ARTICLE 28 – CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS

This AGREEMENT is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations which was provided in the RFQ as Exhibit C, and has submitted said Certification with CONTRACTOR'S SOQ, which is attached hereto as Exhibit E and incorporated herein by this reference. Pursuant to this ordinance, CONTRACTOR (and any subcontractor providing services to the CITY under this CONTRACT) 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 AGREEMENT. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of CONTRACTOR or applicable subcontractor(s) to comply with all applicable reporting requirements or to implement lawfully serviced 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 the terms of this AGREEMENT, subjecting this AGREEMENT to termination where such failure shall continue for no more than ninety (90) days after notice of such failure to CONTRACTOR by CITY.

Any subagreement entered into by the CONTRACTOR relating to this AGREEMENT, 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 AGREEMENT, subjecting his AGREEMENT 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 State of California Public Contract Code 7110.

ARTICLE 29 – COMPLIANCE WITH YEAR 2000

CONTRACTOR assures that all hardware, software and other computer-related products and/or services purchased or leased for the CITY under this AGREEMENT shall be Year 2000 compliant. These systems/products shall be able to accurately process date/data, including calculating and/or comparing data between the twentieth and twenty-first centuries, years 2000, and leap year calculations to the extent that other information technology used in combination is compatible.

ARTICLE 30 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIV-
ING WAGE ORDINANCE

30.1 Applicable Provisions

This AGREEMENT is subject to the applicable provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et. seq., of the Los Angeles Administrative Code, as amended, and the Living Wage Ordinance (LWO), Section 10.37 et. seq. of the Los Angeles Administrative Code in accordance with the Declaration of Compliance, which was provided as Exhibit F of the RFQ, was submitted by CONTRACTOR as part of CONTRACTOR'S SOQ, and attached here as Exhibit I and is incorporated herein by this reference. The ordinances require that unless a specific exemption applies as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure or receipt in excess of Twenty Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of CITY financial assistance, as defined in the SCWRO, generally shall provide the following:

30.1.1 Retention by a successor CONTRACTOR for a ninety (90) day transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR or subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for in the SCWRO;

30.1.2 As provided in Section 10.36.6 of the Los Angeles Administrative Code, CITY financial assistance recipients shall apply the SCWRO to the expenditure of non-CITY funds for service contracts to be performed in the CITY by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the CITY financial assistance has been fully expended.

30.1.2.1 As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, CITY financial assistance recipient means any person that receives money from the CITY, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the CITY totaling at least one hundred thousand dollars (\$100,000.00).

30.1.2.2 As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the one hundred thousand dollar (\$100,000.00) threshold is reached.

30.1.3 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.

30.1.4 Employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request. Employers shall also permit employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

30.1.5 CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety days of the execution of the subcontract. CONTRACTOR'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of the CONTRACTOR with respect to such pledges and fully discharge the obligation of the CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6 (c) of the Los Angeles Administrative Code concerning compliance with such federal law.

30.1.6 CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard

to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation, which is attached hereto as Exhibit F and made a part hereof in a conspicuous place.

30.1.7 Any subagreement entered into by the CONTRACTOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of this Article and shall incorporate the provisions of the LWO and the SCWRO.

30.1.8 CONTRACTOR shall comply with all rules, regulations, and policies promulgated by the CITY'S designated administrative agency, which may be amended from time to time.

30.2 Termination Due to CONTRACTOR'S Violation of the LWO and SCWRO

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 AGREEMENT and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of the LWO and SCWRO.

30.3 City's Awarding Authority May Impound Monies

Where under the LWO, Section 10.37.6 (d) of the Los Angeles Administrative Code, the CITY'S designated administrative agency has determined (a) that the CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR in accordance with the following procedures: Impoundment shall mean that from monies due the CONTRACTOR, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO, Section 10.37.6 (d)(3) of the Los Angeles Administrative Code, and disposed of under procedures there described through final and binding arbitration.

Whether the CONTRACTOR is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

30.4 Earned Income Tax Credit

This AGREEMENT 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 31 – AMERICANS WITH DISABILITIES ACT

The CONTRACTOR agrees to comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et. seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act, which is attached hereto as Exhibit G and incorporated herein by this reference.

ARTICLE 32 – EQUAL BENEFITS ORDINANCE

- A. CONTRACTOR shall comply with the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners. CONTRACTOR shall complete the Certification Regarding Compliance with the EBO, which is attached hereto as Exhibit H and incorporated herein by this reference.
1. The CONTRACTOR agrees to post a copy of this Article hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. 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 to the awarding authority or the City Administrative Officer for the purpose of investigation to ascertain compliance with the Equal Benefits Provisions of this AGREEMENT, and on

their or either of their request(s) to provide evidence that it has complied or will comply therewith.

- C. The failure of any CONTRACTOR to comply with the Equal Benefits Provisions of this AGREEMENT may be deemed to be a material breach hereof. 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 City Administrative Officer. 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.
- D. Upon a finding duly made that the CONTRACTOR has breached the Equal Benefits Provisions of this AGREEMENT, this AGREEMENT 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 City Administrative Officer that said CONTRACTOR is an irresponsible bidder pursuant to the provisions of Section 386, and after July 1, 2000, 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 it shall establish and carry out a program in conformance with the provisions hereof.

- E. Notwithstanding any other provisions of this AGREEMENT, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

- F. Nothing contained in this AGREEMENT shall be construed in any manner so as to require or permit any act which is prohibited by law.

- G. The equal benefits requirements of this section shall not apply to collective bargaining agreements in effect prior to the effective date of Section 10.8.2.1 of the Los Angeles Administrative Code. Amendments, extensions or other modifications of such collective bargaining agreements, occurring subsequent to the effective date of that section, shall incorporate the equal benefits requirements of that section.

- H. All CONTRACTORS subject to the provisions of this section shall include a like provision in all subagreements awarded for work to be performed under the AGREEMENT 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 AGREEMENT with the CITY.

ARTICLE 33 – WAIVER

A waiver of a default of any term of this AGREEMENT 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.

ARTICLE 34 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- (a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

ARTICLE 35 – CONTRACTOR PERFORMANCE EVALUATION

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 a CONTRACTOR Performance Evaluation to the City Administrative Officer (CAO).

ARTICLE 36 – PERMITS

The CONSULTANT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the CONSULTANT'S performance hereunder and shall pay

any fees required therefore. CONSULTANT certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

ARTICLE 37 – 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 Article 14, chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires the CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty (30) CALENDAR DAYS after any change to the responses previously provided if such change would affect the CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, the 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 (30) 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 com-

pliance with all applicable federal, state and local laws in performance of this contract;

2. Notify the awarding authority within thirty (30) 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) working on the CONTRACTOR'S/CONSULTANT'S CITY contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S CITY contract comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty (30) 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 38-- 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 Adminis-

trative 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 39 – 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.

IN WITNESS WHEREOF, the parties each herewith subscribe the same in quintuplicate,
and this AGREEMENT is executed by the CITY of Los Angeles, acting by and through its
Board of Public Works and by Waste Management – Bradley Landfill and Recycling Center

FOR CITY OF LOS ANGELES

FOR WASTE MANAGEMENT –
BRADLEY LANDFILL AND
RECYCLING CENTER

APPROVED AND AGREED TO:

APPROVED AND AGREED TO:

BY: Cynthia M. Ruiz
TITLE: Public Works
DATE: 10/14/04

BY: [Signature]
TITLE: DIRECTOR OF OPERATIONS
DATE: OCTOBER 13, 2004

[Signature] 10/14/04

APPROVED AS TO FORM:

ATTEST:

ROCKARD J. DELGADILLO,
CITY ATTORNEY

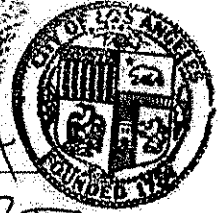
J. MICHAEL CAREY, CITY CLERK

BY: [Signature]
CHRISTOPHER M. WESTHOFF
Assistant/Deputy City Attorney

BY: [Signature]
[NAME]
City/Deputy Clerk

DATE: 10/13/04

DATE: 10-14-04
C-107485



EXHIBITS

EXHIBIT A - LIST OF POTENTIAL MBE/WBE/OBE SUBCONTRACTORS

(SCHEDULE A)

EXHIBIT B – MBE/WBE/OBE UTILIZATION PROFILE (SCHEDULE B)

Receipt/Transfer/Process
 City Green Waste (May 2004)
VALLEY AREA

EXHIBIT C-2 - MBE/WBE/OBE UTILIZATION PROFILE (SCHEDULE B)


TASK WORK ORDER LIST OF SUBCONTRACTORS
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title	The Receipt, Transfer Processing and Recycling of Green Material from the City's Curbside Collection	Task Work Order Number
----------------------	--	-------------------------------

Contractor	Waste Management of Los Angeles	Address	9081 Tujunga Avenue Sun Valley, California 91352
Contact Person	Doug Corcoran Director of Operations	Phone/Fax	Phone: 818-252-3106 Fax: 818-252-3249

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
J.I. Gandara Transport, Inc. P.O. Box 920176, Sylmar 91392	Trucking (661) 254-8099	MBE	CITY 9566	\$99,138-
---	---	---	---	---
---	---	---	---	---
---	---	---	---	---
---	---	---	---	---
---	---	---	---	---

PERCENTAGE OF MBE/WBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 99,138-	14.94 %
TOTAL WBE AMOUNT	\$ 0	0 %
BASE BID AMOUNT	\$ 663,462.00	


 Signature of Person Completing this Form

Doug Corcoran
 Director of Operations May 17, 2004

Title Date

MUST BE SUBMITTED PRIOR TO COMMENCING WORK

EXHIBIT C-2 - MBE/WBE/OBE UTILIZATION PROFILE (SCHEDULE B)

TASK WORK ORDER LIST OF SUBCONTRACTORS
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

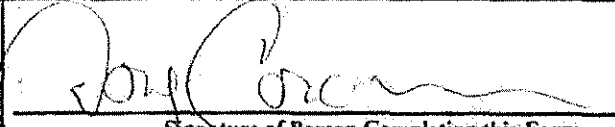
Project Title	The Receipt, Transfer Processing and Recycling of Green Material from the City's Curbside Collection	Task Work Order Number
----------------------	--	-------------------------------

Contractor	Waste Management of Los Angeles	Address	9081 Tujunga Avenue Sun Valley, California 91352
-------------------	---------------------------------	----------------	---

Contact Person	Doug Corcoran Director of Operations	Phone/Fax	Phone: 818-252-3106 Fax: 818-252-3249
-----------------------	---	------------------	--

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

NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
J.I. Gandara Transport, Inc. P.O. Box 920176, Sylmar 91392	Trucking (661) 254-8099	MBE	CITY 9566	\$ 142,818-
---	---	---	---	---
---	---	---	---	---
---	---	---	---	---
---	---	---	---	---
---	---	---	---	---

PERCENTAGE OF MBE/WBE PARTICIPATION			 Signature of Person Completing this Form Doug Corcoran Director of Operations Title
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$ 142,818-	14.94%	
TOTAL WBE AMOUNT	\$ 0	0%	
BASE BID AMOUNT	\$ 956,043.00		May 17, 2004 Date

MUST BE SUBMITTED PRIOR TO COMMENCING WORK

EXHIBIT C – INSURANCE REQUIREMENTS

103/WM

EXHIBIT INSURANCE REQUIREMENTS

Name: WASTE MANAGEMENT

Date: JUNE 25, 2004

Agreement/Reference: RECEIPT AND REUSE OF GREEN MATERIAL (VALLEY'S CENTRAL)

Evidence of coverages checked having as a minimum the limits shown must be submitted and approved prior to occupancy /start of operations. Amounts shown are Combined Single Limit. Split limits may be substituted if Combined Single Limit. Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

Workers' Compensation (statutory)/Employer's Liability \$ 1,000,000-

- Broad Form All States Endorsement
- Voluntary Compensation Endorsement
- Longshore and Harbor Workers'
- Jones Act

- Aircraft Liability \$ _____
- General Liability \$ 5,000,000 EACH OCCURRENCE
6,000,000 AGGREGATE
- Aviation/Airport Liability \$ _____
- Automobile Liability \$ 10,000,000-

If automobile is used in Contract

- Passenger Liability (per seat) \$ _____
- Premises and Operations
- Contractual Liability (INSURED CONTRACTS)
- Independent Contractors
- Products/Completed Operations
- Broad Form Property Damage
- Personal Injury
- Broad Form Liability Endorsement
- Watercraft Liability
- Incidental Medical Malpractice
- Explosion Hazard
- Collapse/Underground Hazard
- Garagekeeper's Legal Liability
- Hangarkeeper's Legal Liability
- Owned Automobiles
- Nonowned/Hired Automobiles
- Hookup (limited)

Professional Liability (Errors and Omissions) \$ _____

Discovery period _____

- Property Insurance \$ _____
 - All Risk Coverage
 - Fire and Extended Coverage
 - Debris Removal
 - Fine Art Floater \$ _____
 - Boiler & Machinery

2 of 3 / W/M

EXHIBIT 1-Cont.
INSURANCE REQUIREMENTS

- Flood \$ _____
- Earthquake \$ _____
- Fire Legal Liability \$ _____
- Windstorm _____
- _____

If Contractor leases City property or has construction loans for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles.

- Crime Insurance \$ 25,000,000 —
 - Comprehensive Dishonesty Disappearance & Destruction
 - Blanket Crime

Fidelity Bond \$ _____
or 1/12 or total funding of all contracts whichever is greater

- Blanket Position
- Commercial Blanket
- _____

Owner's Protective Liability \$ _____

- Ocean marine Liability \$ _____
- Ocean Cargo \$ _____

- Protection & Indemnity
- Jones Act
- Inchmaree
- Running Down Clause
- Wharfinger's Liability
- Charterer's Legal Liability
- Pollution
- Ship Repairer's Liability
- _____

Notes:

Last of 3/WAM

Flood \$ _____
 Earthquake \$ _____

Windstorm _____

Fire Legal Liability \$ _____

If Contractor leases City property or has construction loans for Contractors, Vendors, Lessees and Permittees doing business with the City of Los Angeles

Crime Insurance \$ _____

Comprehensive Dishonesty Disappearance & Destruction
 Blanket Crime

Fidelity Bond \$ _____
or 1/12 of total funding of all contracts whichever is greater

Blanket Position

Commercial Blanket

Owner's Protective Liability \$ _____

Ocean marine Liability \$ _____

Ocean Cargo \$ _____

Protection & Indemnity

Jones Act

Inchmaree

Running Down Clause

Wharfinger's Liability

Charterer's Legal Liability

Pollution

Ship Repairer's Liability

Notes: _____

EXHIBIT D1 - CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGA-

TIONS

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 WASTE MANAGEMENT OF LOS ANGELES will:
Name of Business ANGELES

- 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:

LOS ANGELES, L.A., CA

City/County/State

JUNE 29, 2004

Date

WASTE MANAGEMENT OF LOS ANGELES

Name of Business

Address 9081 TUNINGA AVENUE, SV, CA

DOUG CORCORAN

91352

Signature of Authorized Officer or Representative

Print Name

DIRECTOR OF OPERATIONS

(818) 252-3147

Title

Telephone Number

EXHIBIT D2 – CHILD CARE POLICY STATEMENT

CITY OF LOS ANGELES

VENDOR CHILD CARE POLICY PROGRAM

CHILD CARE DECLARATION STATEMENT

The business concern listed below hereby declares the following status on the "Child Care Policy of the City of Los Angeles, VENDORS", as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

WASTE MANAGEMENT OF LOS ANGELES (818) 252-3147
Business Name Telephone No.
9081 JUNYUNGA AVENUE
Business Address
Signature Title
DOLLY CARCORAN DISTRICT MANAGER

Note: A "Stated Child Care Policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

PART ONE
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? YES NO
If YES, please attach a copy. [] [X]

PART TWO
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE? YES NO
If YES, please check which form(s) of assistance
Level I Assistance
Subsidized company child care center [] []
Subsidized network of child care homes [] []
Child care reimbursement in addition to other benefits [] []
Child care reimbursement in a flexible benefit package [X] []
Paid parental leave [] []
Purchase of spaces for employees in community child care program(s) [] []
Level II Assistance
Salary setaside/flexible spending account funded with employee salary [] []
Child care referral services [X] []
Parenting seminars [] []
Counseling on work/family issues [] []
Start-up of a self-supporting center [] []
Start-up contributions to a "consortium center" [] []
Level III Assistance
Flexible work hours [] []
Flex-place/work-at-home [] []
Permanent part-time/job sharing [] []
Work-at-home following maternity leave [] []
Unpaid parental leave [] []
Donation to enhance child care program [] []
Other: (Describe): _____

HAVE READ AND COMPLETED:

Signature Date
For additional information on child care options and benefits for employees, contact the City child Care Coordinator's Office.
DATE FILED: _____ DD NOT WRITE IN THIS SPACE EXPIRATION DATE: _____

Contents

A Snapshot of the EFAP's Services

76

How the EFAP Works

77

Covered Services

78

Employee and Family Assistance

The Employee and Family Assistance Program (EFAP), offered through Magellan Behavioral Health, is available to help you and your eligible dependents receive confidential, professional, short-term counseling and referral services.

As you read about the EFAP, consider the following:

- The company pays the cost of the EFAP. You do not pay anything for this program
- You do not have to enroll for medical coverage to use the EFAP
- Access to EFAP services is available to you and your family members 24 hours a day, seven days a week
- Counseling is confidential, except when disclosure is required by law
- Magellan has more than 30 years of experience and maintains one of the largest professional counseling networks in the world

To Reach the EFAP

Contact Magellan at 1-800-424-1754. EFAP counselors are available 24 hours a day, seven days a week.

A Snapshot of the EFAP's Services

The EFAP offers assistance with a variety of personal concerns. It can help assess a problem, provide professional counseling services, provide confidential care, educate, provide follow-up care, and refer you to additional resources if needed.

This can include many things, from relationship issues to drug and alcohol abuse to a simple referral for a day care provider. Here is a snapshot of the things the EFAP can help with and a brief description of each.

Concerns	The EFAP Can Assist With
Family	Parenting problems Elder day care Finding good childcare Marital difficulties Serious illness or death of a family member Aging parents
Marital/Relationship	Divorce Communication facilitation Conflict resolution Domestic violence issues Dual career issues

Concerns	The EFAP Can Assist With
Work-Related	Interpersonal problems Balancing work and family Job dissatisfaction Conflicts with authority Time management Relocation issues
Alcohol Abuse	Abuse that affects work performance Abuse that affects relationships Abuse that affects family life Abuse that results in mood swings
Drug Abuse	Prescription drug abuse Multi-drug use problems Illegal drug abuse Drug use while at work Drug problems within families
Emotional	Stress Anxiety Depression Mood swings Lack of emotional self-control Unresolved anger
Legal (available 7:00 a.m. to 9:00 p.m., CT)	Accessing legal advice over the telephone Referrals to local attorneys who provide services for discounted fees

How the EFAP Works

You and your family have access to confidential, professional assistance 24 hours a day, seven days a week. Call the EFAP anytime at 1-800-424-1754.

About Magellan Behavioral Health

WM contracts with Magellan to administer the EFAP. Magellan – formerly known as Human Affairs International (HAI) – has more than 30 years of experience providing similar programs to employees of other organizations. Magellan maintains one of the largest professional counseling networks in the world.

Why This Program?

Personal concerns can affect your physical, emotional and spiritual well-being. These concerns also can affect your marriage, your performance on the job and your financial security.

WM put the EFAP in place because:

- Employees are key to the organization's success

- The organization is dependent on your best performance while at work
- Your personal health, as well as your family's well-being, can affect your performance while at work

When You Call the EFAP

When you call the EFAP, a professionally trained clinician from Magellan is available to speak with you. Many problems can be resolved in a brief period of time through the EFAP. However, if the problem requires more in-depth counseling, you and/or your family member may be referred to another professional for additional assistance. Any costs associated with a referral to another professional are your responsibility. Often, the medical plan will cover some or all of the costs.

Workplace Support Services (WSS)

If you are a WM employee in a supervisory or management role, the EFAP also provides a range of consulting services to help you support your staff when a catastrophic or behavior-related workplace crisis occurs. By calling the EFAP and asking for the WSS department, managers, supervisors and Human Resources representatives have access to expert advice on a wide range of behavior related workplace challenges.

The WSS department can help you deal with such concerns as job performance, positive drug and alcohol test results, threats of violence, and critical/serious incidents that may take place at your work site. The WSS department is available on weekdays between 7:00 a.m. and 6:00 p.m. CT. In an emergency, you can reach the WSS department 24 hours a day through Magellan's special crisis team via the same toll-free phone number: 1-800-424-1754.

Covered Services

WM covers the cost of services provided by the EFAP. The program provides for up to six EFAP professional counseling visits per person, per problem, per year. Extremely complex situations may be referred to other resources. If you or a family member needs additional assistance/resources, the medical plan, through Magellan Behavioral Health, may cover additional services. See page 48 of the *Medical* section of this handbook for details.

If disagreements arise regarding coverage or services provided to you by the EFAP, every effort is made to resolve them quickly and informally. However, if that is not possible, formal procedures are in place so that you may appeal a decision. See page 25 of the *Participation* section for details on the appeal procedure.

Contents

A Snapshot of Your FlexCare Reimbursement Accounts	117
How Your FlexCare Accounts Work	118
A Word About Taxes	120
The Health Care Account	123
✓ The Dependent Care Account	124
Applying for Reimbursement	126

Flexcare Reimbursement Accounts

FlexCare Reimbursement Accounts

The WM benefit plan offers you a way to pay certain health and dependent care expenses with pre-tax dollars: the FlexCare Reimbursement Accounts. As you read about FlexCare, keep the following in mind:

- Each year at open enrollment, you decide whether or not to use the accounts and how much to contribute during the upcoming year.
- The two accounts – the Health Care Account and the Dependent Care Account – are designed to help you pay qualified health and dependent care expenses on a pre-tax basis. You can set aside money in one, both, or neither account(s).
- Because your contributions are not considered taxable, you save by paying less in income tax. You may want to consider whether a FlexCare Account could help you pay less in taxes each year.
- The Health Care Account is designed to help you pay for certain medical, dental, vision, and hearing expenses not covered under the WM medical plan or any other Company-sponsored plan. See page 123 for a list of eligible expenses.
- The Dependent Care Account is designed to help you pay for eligible dependent care expenses you incur while you and your spouse (if you are married) are at work. See page 125 for a list of eligible expenses.
- You fund your accounts through pre-tax paycheck deductions. These funds remain in your account(s) until you file an appropriate claim form for reimbursement. After filing, you are reimbursed with taxfree dollars from the appropriate account.
- If at the end of the year the funds remaining in either account exceed the total amount of your claims, you forfeit the excess amount as required by IRS regulations.

If You Have Questions

If you have any questions about your FlexCare Account benefits, please contact FlexBen at 1-800-577-3322.

A Snapshot of Your FlexCare Reimbursement Accounts

We all are looking for ways to save money. The FlexCare Reimbursement Accounts can be one of them. By using pre-tax dollars to pay certain eligible health and dependent care expenses, you may save on taxes each year.

Here is a snapshot of the Health Care and Dependent Care Accounts.

Type of FlexCare Account		
	Health Care	Dependent Care
Eligible Expenses	Qualified medical, dental, vision, and hearing expenses not covered under the WM medical or dental plans. Deductibles and copayments.	Eligible dependent care expenses you incur while you and your spouse are at work.
Qualified Dependents	Your spouse and your unmarried dependent children or stepchildren.	A child under age 13 (or a handicapped child of any age) whom you claim as a dependent on your income tax return. Also, your parent whom you claim as a dependent on your income tax return, or your disabled spouse.
Minimum Annual Contribution	\$120 per year	\$520 per year
Maximum Annual Contribution	\$5,000 per year (per family)	\$5,000 per year (per family)

How Your FlexCare Accounts Work

Your FlexCare Accounts work with you so that you can reimburse yourself for certain health and dependent care-related expenses on a pre-tax basis.

What You Need to Do

Here is what you need to do to make the FlexCare Accounts work for you.

- **Estimate your expenses** – When you enroll, and at each open enrollment, you determine in advance how much you expect to spend on health and/or dependent care expenses for the upcoming year. Because of the FlexCare Accounts' tax advantages, IRS rules apply. As a result, you forfeit any unused amounts left in your accounts at the end of the year. It is important to estimate these expenses carefully.
- **Determine how much to contribute** – You then decide how much to contribute to your FlexCare Accounts for the upcoming year, on a pre-tax basis. After you decide on the annual dollar amount, divide the amount by 52 pay periods (26 if you are paid biweekly). For the Health Care Account, you can contribute from \$2.31 to \$96.15 per pay period (\$4.62 to \$192.31 if you are paid biweekly). For the Dependent Care

Account, you can contribute from \$10 to \$96.15 per pay period (\$20 to \$192.31 if you are paid biweekly).

This amount is deducted (before taxes) from your paychecks. These funds are then deposited into the appropriate FlexCare Account, and remain there until you file a claim for reimbursement. Remember, you forfeit any contributions that remain in your accounts at the end of the year.

➤ **Incur expenses** – The accounts reimburse you for eligible expenses you or your dependents incur during the plan year. Any expense incurred before your enrollment does not qualify for reimbursement.

➤ **Receive reimbursement** – Submit a claim form along with the appropriate supporting documentation. The minimum reimbursement amount you may request at one time is \$25. (At the end of the year, you may request reimbursement for any amount.) See page 131 for more information regarding applying for reimbursement.

You are reimbursed for the eligible expense with pre-tax dollars. For the Health Care Account, you are reimbursed up to the total amount you elect to contribute for the year—even if you have not yet had the full amount put in your account. For the Dependent Care Account, you are reimbursed up to the amount you have in your account on the date your claim is processed.

➤ **If you terminate employment** – Only the expenses incurred while you are an active employee and contributing to the account are eligible for reimbursement, unless you continue your participation in the Health Care Account through COBRA.

Under federal law, if you participate in the Dependent Care Account and your spouse participates in a similar account through his or her own employer, your combined contributions to the account may not exceed \$5,000. This limit applies regardless of the number of dependents receiving care. If you and your spouse file separate income tax returns, the most each of you may contribute is \$2,500. In addition, if you are married, your Dependent Care Account contributions may not exceed the annual income of the lower-paid spouse.

In general, you may not participate in the Dependent Care Account if your spouse does not work outside the home. There are two exceptions: if your spouse does not work outside the home and is physically or mentally unable to care for himself or herself, or if he or she is a full-time student. In either of these cases, for purposes of calculating the contribution limit, the IRS considers your spouse's earned income to be:

- \$250 a month (\$3,000 a year) if you have one dependent
- \$500 a month (\$6,000 a year) if you have two or more dependents

If you participate, it is your responsibility to comply with the federal limits.

Two Accounts Treated Separately

One additional consideration when estimating your expenses: the Health Care and Dependent Care Accounts are treated separately. This means you cannot use money deposited in your Health Care Account to pay dependent care expenses, and vice versa.

Changing Your Contributions

In general, you cannot change the amount of your contributions during the year unless you have a change of status that affects your participation. See page 10 of the *Participation* section for more details.

Forfeiture of Contributions

Your FlexCare Accounts only reimburse eligible expenses you (or your family members) incur during the year while you participate. In other words, any expense incurred after you terminate employment is not eligible for reimbursement. Only expenses incurred while you are an active employee and contributing are eligible (unless you continue participating in the Health Care Account through COBRA).

If you do not use the entire balance in your account(s) by the end of the year, the IRS requires you to forfeit the remaining funds. This money is not available for future expenses or a refund.

You have until April 30 of the next year to submit claims for expenses incurred between the previous January 1 and December 31. This grace period allows you time to submit any eligible expense you incur shortly before the end of the year.

A Word About Taxes

FlexCare contributions reduce your taxable income – meaning you pay less in taxes. Your FlexCare contributions, as well as the money reimbursed to you, are not subject to:

- Federal income taxes
- Social Security (FICA) taxes
- In most cases, state and local income taxes

Rules vary, and state and local tax laws are subject to frequent change.

An Example of How the FlexCare Accounts Can Help You Save

This chart illustrates the potential tax savings when using the FlexCare Accounts:

If You Contribute:	Your Tax Savings Could Be:
\$ 500	\$133
\$1,000	\$266
\$1,500	\$340
\$2,000	\$453
\$3,000	\$679
\$4,000	\$906

These tax savings are based on the minimum income tax rate of 15% and the Social Security (FICA) rate of 7.65%. If your income tax rate is higher, and/or you also pay state and local taxes, you will save even more in taxes by using the FlexCare Accounts.

As you can see, contributing to the FlexCare Accounts can make your spendable pay go further. Consider this: By using the FlexCare Accounts to pay for \$4,000 of eligible expenses, you could save at least \$906 in taxes for the year. In other words, you "spend" \$3,094 to pay for \$4,000 worth of eligible expenses.

Effect of Pre-Tax Contributions on Your Other Benefits

Pre-tax contributions reduce the Social Security taxes you pay. Therefore, the eventual Social Security benefit you may be eligible to receive may be reduced. Because Social Security benefits are based on your career earnings, in most cases, this reduction will be minimal. For more information, contact your local Social Security Administration office.

Alternate Tax-Saving Approaches

You may be eligible to take a deduction or tax credit on your income tax return for eligible health and/or dependent care expenses.

Health Care Account vs. the Income Tax Deduction

Under current tax law, expenses reimbursed through your Health Care Account are normally deductible on your federal income tax return if they exceed 7.5% of your adjusted gross income. When you use your FlexCare Account to reimburse these expenses, you give up the opportunity to take a tax deduction for these same items. So, when you consider whether to enroll in the Health Care Account, decide whether you want to take the deduction on your income tax return, or reimburse the expenses through the Health Care Account. Generally, if you do not itemize deductions, or if your health care expenses are less than 7.5% of your adjusted gross income, it may be better to use the Health Care Account.

Dependent Care Account vs. the Income Tax Credit

The Dependent Care Account is not for everyone. In general, if your family's total adjusted gross income for federal income tax purposes is:

- More than \$40,000, the Dependent Care Account may offer greater advantages
- Less than \$40,000, the tax credit may be more advantageous, depending on your marital status, income level, number of dependents receiving care, and other factors

Depending on your income level, you can take a tax credit of from 20% or 35% of your annual dependent care expenses on your federal income tax return. These expenses are limited to \$3,000 for a single dependent and \$6,000 for two or more dependents receiving care.

You can't use the Reimbursement Account and the tax credit for the same expenses. The IRS reduces your available tax credit by \$1 for each \$1 of reimbursement you receive from such an account. For example: If you have a single eligible dependent receiving care, and you receive \$3,000 in reimbursement from your Reimbursement Account, you are not eligible for the tax credit because your \$3,000 reimbursement is greater than the \$1,050 (35% of \$3,000) IRS allowable tax credit.

However, there are some exceptions to this rule. To help you determine which method is better for you, you should consult a tax advisor.

Comparison Snapshot

Here is a brief comparison of the tax alternatives.

Dependent Care Account	vs.	Income Tax Credit
Immediate savings using pre-tax dollars. No taxes paid up to \$5,000 of eligible dependent care expenses for one or more eligible dependents.		Deferred savings until you file taxes. Tax Credit of 20%-35% on maximum of \$3,000 of expenses for one dependent or \$6,000 for two or more.
Forfeit any funds that remain in your account at the end of the year.		N/A
Reduces federal, Social Security, and many state and local taxes.		Does not reduce Social Security, but reduces federal and many state and local taxes.

Regarding the Tax-Saving Approaches

It is important to note that any tax saving that may result from your participation in the FlexCare Accounts depends on your personal situation and income level. The tax information in this handbook is only general information. Because tax law is complicated and subject to frequent change, you should talk with a qualified tax advisor before you decide whether to use the FlexCare Accounts or to take a tax deduction.

By law, WM cannot offer you tax advice or advise you on FlexCare Account-related decisions. This law is designed to protect you by ensuring that you always get the most up-to-date advice, and that advice is only available from a qualified tax advisor.

The Health Care Account

You can use the Health Care Account to reimburse you and your eligible dependents' health-related charges that are:

- Not covered under health or dental plans
- Eligible for, but not used as, a tax deduction
- Incurred during the plan year in which you participate in the Health Care Account

Eligible Dependents

In addition to yourself, you can use the Health Care Account to pay out-of-pocket expenses for your eligible dependents. This includes your spouse and your unmarried dependent children or stepchildren.

Eligible Expenses

The following are examples of eligible expenses the Health Care Account reimburses. There may be other expenses that qualify for reimbursement.

- Acupuncture
- Alcohol or drug dependency treatment and treatment centers
- All dental expenses if you elect no coverage under the dental plan. It may also be used to pay for dental services that are not covered or that have annual dollar limits, such as orthodontia services
- Charges that exceed reasonable and customary limits
- Hearing care expenses, including those for examinations and hearing aids
- Medical and dental deductibles, coinsurance and copayments for office visits and prescriptions
- Vision care expenses such as examinations, treatments, eyeglasses and contact lens expenses not covered by a benefit plan
- Weight loss treatment (with the exception of food costs) associated with a diagnosed disease or ailment such as obesity or hypertension

Expenses Not Covered

The following are examples of expenses that are not eligible for reimbursement from the Health Care Account.

- Cosmetic treatment or drugs, unless prescribed to treat a congenital defect or accident reconstruction, including:

- Hair loss treatments or transplants
- Face lifts
- Piercings
- Teeth whitening
- Health club memberships or exercise classes to promote general health
- Household help (even if recommended by your doctor because you are unable to do housework)
- Individual health or dental insurance premiums
- Marriage or family counseling
- Over-the-counter drugs
- Sales tax on any qualified expense
- Weight loss programs or medications to promote general health

The eligible and ineligible expenses listed here are only examples. Other expenses may be eligible for reimbursement. To learn more, see IRS Publication 502 or contact FlexBen at 1-800-577-3322 or on the Internet at www.flexben.com.

The Dependent Care Account

You can use the Dependent Care Account to pay for many types of dependent care. However, to qualify as an eligible expense, all of the following must be true:

- Care for your dependent(s) must be necessary for you and your spouse to work, look for work, or go to school full time. In other words, expenses are not eligible if they are for services provided while you are out for the evening socially or on vacation
- The expenses must be incurred during the calendar year in which you participate
- If the care is provided by a day care facility that cares for six or more individuals at the same time, the facility must be licensed
- Your care provider is anyone other than a person whom you claim as a dependent on your federal income tax return (a son or daughter who provides care must be at least age 19). In addition, you must provide your caregiver's name, address, and Social Security number or taxpayer identification number when you file for reimbursement. You also must provide this information on your federal income tax return, unless your caregiver is a church or other religious organization

Eligible Dependents

An eligible dependent is a child younger than age 13 whom you claim as a dependent on your income tax return. An eligible dependent can also be an older dependent who:

- Depends on you for at least half of his or her support

- Regularly spends at least eight hours a day in your household
- Is physically or mentally unable to care for himself or herself

Your dependent may be a disabled spouse, an elderly parent, or any other relative or dependent, as long as he or she meets all of the above requirements.

Eligible Expenses

The Dependent Care Account can be used to pay for IRS-specified dependent care expenses you incur so that you may work or attend school full time. It is important to contribute money only for dependent care expenses you know you will have during the upcoming year. Do not forget to subtract the times during which your dependent will not receive care, such as vacation or sick time.

Following are examples of the types of expenses for which you can use the Dependent Care Account:

- Dependent care provided in your home, including care provided by a babysitter or housekeeper. The provider may be a relative (provided he or she is not your child under age 19, your spouse, or any other person whom you claim as a dependent)
- Dependent care provided outside your home, including care provided in a neighbor's home or in an approved day care center, provided your dependent regularly spends at least eight hours a day in your home. For example, day care centers for children and disabled adults qualify, but 24-hour nursing care facilities do not. Also, facilities that care for six or more individuals must comply with all federal, state, and local regulations governing day care centers. The provider may be a relative if he or she is not your child under age 19, or any other person whom you claim as a dependent
- Household services, such as housekeeping or maid services, provided they are necessary to run your home for the well-being and protection of your eligible dependent
- Before- and after-school programs for children under age 13
- Day camp services for children under age 13, but not overnight camp

Expenses Not Covered

Some expenses do not qualify for reimbursement through the Dependent Care Account, including:

- Dependent care expenses incurred before your FlexCare Account participation begins
- Expenses you claim as an after-tax dependent care tax credit on your federal income tax return, or expenses paid by any similar reimbursement plan
- Expenses to attend first grade or beyond
- Care provided by a round-the-clock nursing home

- Services provided by your spouse, your child under age 19, or someone you or your spouse claim as a dependent on your tax return
- Payments to a housekeeper while you are home from work because of illness
- Child or dependent care provided while:
 - You are at work and your spouse is doing volunteer work (or vice versa), even if a nominal fee is paid
 - You and your spouse are doing volunteer work (even if a nominal fee is paid)
 - You or your spouse is not working (such as weekend or evening babysitting fees)
- Transportation expenses to and from the care site
- Expenses for overnight camp
- Expenses for food, clothing and entertainment of a qualified dependent, unless charges are incidental and cannot be separated easily from the overall dependent care cost

The eligible and ineligible expenses listed here are only examples. Other expenses may be eligible for reimbursement. To learn more, see IRS Publication 503 or contact FlexBen at 1-800-577-3322 or on the Internet at www.flexben.com.

Applying for Reimbursement

Reimbursement from your FlexCare Account(s) is available only after the service for which you are seeking reimbursement is performed and you receive reimbursement from all other sources. To be reimbursed for eligible health or dependent care expenses, you must file a FlexCare Reimbursement Request Form.

If you have any claim questions, please call FlexBen at 1-800-577-3322.

Health Care Reimbursements

Expenses eligible for reimbursement from other medical or dental plans must be submitted to that plan first. After a payment determination is made, you can submit the unreimbursed expense for reimbursement to your Health Care Account.

The full annual amount you elect to contribute to your account (less any previous reimbursements) is available for reimbursement of eligible health-related expenses, regardless of the amount contributed to date. Contributions continue to be deducted from your pay to cover any claims already fully reimbursed from the Health Care Account.

To obtain reimbursement for an expense, complete a FlexCare Reimbursement Request Form and submit it to FlexBen Corporation, 2250 Butterfield Drive, Suite 100, Troy, MI 48064, along with:

- The explanation of benefits (EOB) from the insurance company
- An itemized bill for services not covered by insurance, including the name of the service provider, cost of the service, and description of the services rendered

You can obtain a FlexCare Reimbursement Request Form by calling FlexBen Customer Service at 1-800-577-3322, by visiting WMVisor, or on the Internet at www.flexben.com.

If the expense is covered, a check will be mailed to you within 10 business days. (The minimum reimbursement amount you may request at one time is \$25. There is no minimum amount at the end of the plan year.)

Dependent Care Reimbursements

For Dependent Care Account claims, only your current account balance is available to reimburse claims. If the dependent care services exceed your account balance, you receive a partial reimbursement. You receive the unreimbursed portion of the claim as you make additional contributions to your Dependent Care Account.

To obtain reimbursement, complete and submit a FlexCare Reimbursement Request Form to FlexBen Corporation, along with your provider's bill or itemized receipt. In addition, you must submit your dependent care provider's name, address, and Social Security or federal tax identification number.

You can obtain a FlexCare Reimbursement Request Form by calling FlexBen Customer Service at 1-800-577-3322, by visiting WMVisor, or on the Internet at www.flexben.com.

If the expense is covered, a check will be mailed to you within 10 business days. (There is not a minimum reimbursement amount for this account.)

Filing Deadline

You may file claims at any time after you incur the expense. You have until April 30 of the following year to submit claims for expenses incurred between January 1 and December 31 of the previous year.

Remember, IRS regulations require that you forfeit any money that remains in your FlexCare Accounts after April 30.

If a Claim is Denied

If disagreements arise regarding your claim, every effort is made to resolve them quickly and informally. However, if that is not possible, formal procedures are in place so that you may appeal a decision. See page 25 of the *Participation* section for details on the appeal procedure.

EXHIBIT E – CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS
WITH DISABILITIES ACT

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access 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 RECEIPT AND REUSE OF GREEN MATERIAL

CONTRACTOR/BORROWER/AGENCY WASTE MANAGEMENT OF LOS ANGELES

Name and Title of Authorized Representative DOUG CASCORAN, DIRECTOR OF OPERATIONS

SIGNATURE 

DATE JUNE 29, 2004

EXHIBIT F – CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

General Contractual Provisions
PART I

Equal Benefits Ordinance

COMPLIANCE

CITY OF LOS ANGELES
 Office of the City Administrative Officer
 Contractor Enforcement Section
 200 North Main Street, Room 1240, Los Angeles, CA 90012
 Phone: (213) 978-7650 - Fax: (213) 978-7616

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 Agreement: BUREAU OF SANITATION Contact/Phone: JAVIER PULANCA
DEPT. OF PUBLIC WORKS (213) 473-7521

SECTION 1. CONTACT INFORMATION

Company Name: WASTE MANAGEMENT OF LOS ANGELES
 Company Address: 9081 TAJUNDA AVENUE
 City: SUN VALLEY State: CA Zip: 91352
 Contact Person: CONNIE MCRAE Phone: (818) 252-3102 Fax: (818) 252-3249

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: 56,000
 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	<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 (CAO/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 (CAO/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 offices located both within and outside City limits. Contractor will comply with the EBO only for the office(s) located within City limits and for the employee(s) working on the City agreement. Supporting documentation for the affected locations/employee(e) must be submitted.
 - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement. Contractor will comply with the EBO only for the employee(s) working on the City agreement. Supporting documentation for the affected employees 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 Office of the City Administrative Officer 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 21st day of MAY in the year 2003 at SUN VALLEY, CA
(City) (State)

[Signature]
Signature

DOUG CORCORAN
Name of Signatory (please print)

DISTRICT MANAGER
Title

9081 TUNJUNGA AVENUE
Mailing Address

SUN VALLEY, CA 91352
City, State, Zip Code

95-2370376 (LOCAL)
Federal ID Number

EXHIBIT G – CITY OF LOS ANGELES – SLAVERY DISCLOSURE ORDINANCE

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the City Administrative Officer, Contractor Enforcement Section located at 200 North Main Street, Room 1240, Los Angeles, California 90012. Phone: (213) 978-7650; Fax: (213) 978-7616. On the internet at www.lacity.org/cao/contractor_enforcement.

City Department Awarding Agreement BOS, PW Department Contact Person JAVIER POLANCO

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

- 1. I, DDUH CORCORAN, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:
WASTE MANAGEMENT OF LOS ANGELES
Company Name
9081 TUNJUNGA AVENUE, SUN VALLEY, CA 91352
Street Address City State Zip
3. Has the Company submitted the SDO Affidavit previously? X NO YES Date of prior submission:
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.
4. The Company came into existence in 1969 (year).
5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

X The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

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

Executed on JUNE 28, 2004 at LOS ANGELES, CA
Signature: [Signature] Title: DIRECTOR OF OPERATIONS

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.
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.

EXHIBIT H – NOTICE OF PROHIBITION AGAINST RETALIATION

CITY OF LOS ANGELES
CALIFORNIA



JAMES K. HAHN
MAYOR

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

"Section 10.37.5 Retaliation Prohibited" of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City may not discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City's Contractor Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Contractor Enforcement Section at (213) 978-7650.

CITY OF LOS ANGELES
Office of the City Administrative Officer
Contractor Enforcement Section
200 North Main Street, Room 1240
Los Angeles, CA 90012
Phone: (213) 978-7650 – Fax: (213) 978-7616

EXHIBIT I – COMPLIANCE WITH LIVING WAGE ORDINANCE

LWO EXEMPTION

CITY OF LOS ANGELES
Office of the City Administrative Officer
200 North Main Street, Room 606, Los Angeles, CA 90012
Phone: (213) 485-3614 - Fax: (213) 473-8891
www.lacity.org/cao/Contractor_Enforcement

None request.
We paid all employees...

LIVING WAGE ORDINANCE APPLICATION FOR NON-COVERAGE OR EXEMPTION

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

SECTION 1: CONTRACTOR INFORMATION

Company Name: Contact Person:
Company Address: State: Zip: Phone:
City: City

SECTION 2: DEPARTMENT AND CONTRACT INFORMATION

Department Awarding Contract: Contract # (if any):
Name of Department Contact: Department Phone:
Contract Amount: \$ Start Date: End Date:
Purpose/Service Provided:

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

501(c)(3) Non-Profits (LAAC 10.37.1(g)): Contractors must meet both of the following requirements: (a) be organized under IRS Code, Section 501(c)(3); (b) the highest paid employee's hourly wage rate must be less than eight times the hourly wage rate of the lowest paid worker in the corporation. The exemption is applicable as to all employees, except child care workers. Attach a copy of the IRS 501(c)(3) Exemption Letter and fill in the information below.

- Hourly wage of the highest paid employee in the corporation: \$
Hourly wage of the lowest paid employee in the corporation: \$
IRS 501(c)(3) No: (Attach copy of IRS 501(c)(3) letter.)

One person contractors (LAAC 10.37.1(f)): By signing below, you certify under penalty of perjury that you are a one-person contractor with no employees. If you have employees in the future, you must comply with the Ordinance.

Collective Bargaining Agreements (LAAC 10.37.11): Contractors who are party to a collective bargaining agreement (CBA) which contains language that the CBA shall supersede the LWO may receive an exemption as to the employees covered under the CBA. A copy of the CBA or letter from the union must be submitted with this application.

City Financial assistance recipient (LAAC 10.37.1(c)). For City departments only - Awarding departments must enter information below and submit loan documents to verify amounts indicated. Section 4 not required.

Table with 4 columns: Amount of grant/loan, Interest Rate Under Loan Agreement, Annual Interest Payment at City Interest Rate, Amount of Annual Financial Assistance. Includes sub-columns for Duration/Term of Loan, Applicable Federal Rate (AFR), and Annual Interest Payment Under AFR.

If other basis exists under LAAC 10.37.1(c), awarding departments must attach explanatory memo.

Occupational License (LAAC 10.37.1(f)). Only the individual employees required to possess an occupational license to provide services to or for the City are exempt. A listing of the employees and copies of their occupational licenses must be submitted with this application.

Business Improvement District (BID) Agreements (LWO Reg. #11): For City departments only - Service contracts funded by the BID's assessment monies. Awarding departments must submit an explanatory memo. Section 4 not required.

Other: Cite LWO code section: Refer to list of LWO Statutory Exemptions for complete listing of exemptions and documents required to be submitted.

SECTION 4: CONTRACTOR CERTIFICATION: By signing, the contractor certifies under penalty of perjury that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Name of Signatory: Signature: Title: Date:

City approval of this application exempts only the listed contractor from the LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless the Office of the City Administrative Officer has approved a separate exemption for the individual subcontractor.

FOR CAO USE ONLY

Approved / Not Approved - Reason:

EXHIBIT J – COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

General Contractual Provisions
PART I

Contractor Responsibility Questionnaire

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, Dept. of Public Works/ J. Polanco / 213-473-7921
City Department/Division Awarding Contract City Contact Person Phone

Receipt and Reuse of Green Material - Valley, Western, Central Transfer
City Bid or Contract Number (if applicable) and Project Title Sites (City bid; no contract number)

BIDDER/CONTRACTOR INFORMATION

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

9081 Tujunga Avenue, Sun Valley CA 91352

District
Doug Corcoran, Division Manager 818-252-3147 818-252-3250
Street Address City State Zip
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 04 124 2003 ⇒ SUBMITTED BY ANOTHER DIVISION OF THE COMPANY IN A SEPARATE BID
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

DOUG CORCORAN, DISTRICT MANAGER [Signature] MAY 21, 2003
Print Name, Title Signature Date

DOUG CORCORAN

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 19

SERVICE

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: 06/25/93 State of incorporation: DE

List the corporation's current officers.

President: Lawrence O'Donnell III

Vice President: Daniel D. Schoener

Secretary (Assistant): Duane C. Woods

Treasurer (Assistant): Larry Galek

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.

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 The name of the corporation has not changed in the past five years.

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.

SERVICE

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? approx 10 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 (see attached)

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.

SERVICE

F. DISPUTES

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

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

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

Yes No

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

Yes No

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

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

Yes No (see attached)

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

G. COMPLIANCE

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

Yes No

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

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

Yes No

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

SERVICE

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

Yes No

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

H. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

DOUG CORCORAN, DISTRICT MANAGER [Signature] MAY 21, 2003
Print Name, Title Signature Date

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

ATTACHMENT A FOR SECTIONS A THROUGH C

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 A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____ C (1)

USA Waste of California, Inc. is wholly-owned by Waste Management Holdings, Inc., which in turn is wholly-owned by Waste Management, Inc. USA Waste of California, Inc. owns the following subsidiaries operating in the State of California: Waste Management of Alameda County, Inc., Antelope Valley Recycling and Disposal Facility, Inc., Palo Alto Sanitation Company, Anderson Landfill, Inc., Clayton-Ward Co., Inc., Valley Garbage and Rubbish Co., Inc., Waste Resource Technologies, Azusa Land Reclamation, Inc., Nu-Way Live Oak Reclamation, Inc., Coast Waste Management, Inc., California Asbestos Monofill, Inc., Guadalupe Rubbish Disposal Co., Inc., Moor Refuse, Inc., Liquid Waste Management, Inc., Waste Management Recycling and Disposal Services of California, Inc., Waste Management Municipal Services of California, Inc., Redwood Landfill Inc., Cal Sierra Disposal, Feather River Disposal, Inc., Anderson-Cottonwood Disposal Services, Inc., Cloverdale Disposal, Inc., Shoreline Disposal Service, Inc.

USA Waste of California, Inc. is affiliated with the following other subsidiaries of Waste Management, Inc. that are operating in the State of California, Inc.: Waste Management of California, Inc., GI Industries Western Waste Industries, Chemical Waste Management, Inc., Recycle America Alliance LLP, Waste Management Collection and Recycling, Inc., Modesto Garbage Co., Inc., Waste Management National Services, Inc., Central Valley Waste Services, Inc., WM Energy Solutions, Inc., WM Renewable Energy LLC, Reco Ventures LP, Container Recycling Alliance LP.

ATTACHMENT A FOR SECTIONS A THROUGH C

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 A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____ C (2)

List of hauling districts held by USA Waste of California, Inc. as of April 2003 as a result of acquisition, merger or corporate consolidation.

Alturas Disposal 335 N. Main Street Alturas, CA 96101 MANAGER: Kyle Weber	Waste Management of Fresno 4333 E. Jefferson Ave Fresno, CA 93725 MANAGER: Charlie Franklin	North Valley Disposal 2569 Scott Avenue Chico, CA 95928 MANAGER: Bill Mannel
Ajux Portable Services 1601 Lana Way Hollister, CA 95023 MANAGER: John Delgado	USA Waste of Visalia 10725 W. Goshen Ave. Visalia, CA 93291 MANAGER: Kirk Neilson	Paradise Solid Waste 951 American Way Paradise, CA 95967 MANAGER: Bill Mannel
American Canyon Disposal 820 Levittin Way Napa, CA 94559 MANAGER: Greg Kelley	WM of Glenn County 8592 Commercial Way Redding, CA 96002 MANAGER: Marty Menzes	Sonoma Marin Hauling 7085 Gravenstein Hwy. South Cotati, CA 94931 MANAGER: Rob Zakoor
Atascadero Waste Alternatives 5835 Traffic Way Atascadero, CA 93422 MANAGER: Pat Higgins	Golden State Debris Box 820 Levittin Way Napa, CA 94559 MANAGER: Greg Kelley	Santa Fe Springs Hauling 10600 S. Painter Ave Santa Fe Springs, CA 90670 MANAGER:
BDC Disposal 766 Ayon Avenue Azusa, CA 91702 MANAGER: Scott Jenkins	Hollister Disposal 1601 Lana Way Hollister, CA 95023 MANAGER: John Delgado	Stockton Scavengers Association 1240 Navy Drive Stockton, CA 95201 MANAGER: Alan MacIssaac
BDC Special Waste Services 6233 San Leandro St Oakland, CA 94621 MANAGER: Dick Crawford	Inland Empire Hauling 800 S. Temescal St. Corona, CA 92879 MANAGER: Jim Gibbs	Sun Valley Hauling 9081 Tujunga Avenue Sun Valley, CA 91352 MANAGER: Jesus Gonzalez
Blue Barrel Disposal 25772 Springbrook Road Saugus, CA 91330 MANAGER: Chris Fall	Green Valley Disposal Co. 573 University Avenue Los Gatos, CA 95030 MANAGER: Phil Couchec	Sac Val Disposal 8971 Younger Creek Road Sacramento, CA 95828 MANAGER: Adam Winston
Buy-In 820 Levittin Way Napa, CA 94559 MANAGER: Greg Kelley	Irvine Hauling 16281 Construction Circle E Irvine, CA 92606 MANAGER: Tim Flanagan	USA Waste of San Jose 1675 Rogers Avenue San Jose, CA 95112 MANAGER: Phil Couchec
Carmel Munta Corporation 11240 Commercial Parkway Castroville, CA 95012 MANAGER: Richard Leggett	Lassen Waste Systems 125 S. Lassen Street Susanville, CA 96130 MANAGER: Paul Payne	UWS of California 11240 Commercial Parkway Castroville, CA 95012 MANAGER: Richard Leggett
Compton Hauling 407 E. El Segundo Blvd. Compton, CA 90222 MANAGER: Mike Grim	Los Angeles Hauling 1970 E. 215 th St. Long Beach, CA 90810 MANAGER: Mike Grim	WM of Nevada County 11229 McCourney Road Grass Valley, CA 95945 MANAGER: Art Rasmussen
Compton Portables 407 E. El Segundo Blvd Compton, CA 90222 MANAGER: Mark Storz	Portable Services 26555 S. Riverside Avenue Bloomington, CA 92316 MANAGER:	WM of San Diego 1001 Bradley Avenue El Cajon, CA 92020 MANAGER: Alan Welch
Coming Disposal 3281 Highway 99 West Coming, CA 96021 MANAGER: Marty Menzes	Napa Garbage Co. 820 Levittin Way Napa, CA 94559 MANAGER: Greg Kelley	WM of Orange 3050 N. Glassell Orange, CA 92865 MANAGER: Tim Flanagan
El Dorado Disposal 4100 Throwita Way Placerville, CA 95667 MANAGER: Mike Goodreau	Napa Valley Disposal Service 820 Levittin Way Napa, CA 94559 MANAGER: Greg Kelley	Sac Val Disposal 8971 Younger Creek Road Sacramento, CA 95828 MANAGER: Adam Winston

ATTACHMENT A FOR SECTIONS A THROUGH C

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 A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page _____ C (4)

Yes, Waste Management of Los Angeles holds licenses in the name of USA Waste of California, Inc., a Delaware corporation.

111

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 _____

E (10) There have been no material contract defaults involving the Bidder that have been the subject of contract termination. The Bidder has hundreds of thousands of contracts with private individuals and, as such, some may have been terminated prior to completion for a variety of reasons; however, the Bidder does not track such terminations in a centralized fashion.

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.

Case No.	Date Filed	Case No.	Court	Comments	Status	Matier Name
EC025894	12/04/1998	EC025894	Los Angeles County Superior Court	Employment action alleging breach of a union agreement, harassment and wage's due. Settled.	Inactive	Jose Casillanico v. Western Waste Industries, Inc.
CV986893RAP (prev. NCO24832)	12/22/1998	CV986893RAP (prev. NCO24832)	USDC, Central District of California	Employment matter alleging wrongful termination based on plaintiff's national origin. Settled.	Inactive	Georgyan, George [Georgian] v. Western Waste Industries/USA Waste, et al.
TC012026	01/20/1999	TC012026	Los Angeles County Superior Court	Employment discrimination matter brought by independent owner/operators of transfer trucks. Dismissed with leave to amend complaint. An amended complaint was filed in Federal Court, whereupon the matter was remanded back to State Court. Consolidated with Abgaryan after dismissal of some of the plaintiffs.	Inactive	Hamik Mnaskanian and Sargiz Isavi v. Western Waste Industries/USA Waste, Art Hassakourian and Bill Fraljo
(Unknown)	04/12/1999	(Unknown)	USDC, Northern District of California	Wrongful termination claim alleging discrimination on the basis of age and national origin. Settled.	Inactive	Rizo v. Larry's Sanitary Service, Inc.
NCO27848 (prev. 00052528CR4)	07/23/1999	NCO27848 (prev. 00052528CR4)	Los Angeles County Superior Court	Action by fourteen former employees for employment discrimination on the basis of ethnic background, intentional infliction of emotional distress, and negligent infliction of emotional distress. Settled.	Inactive	Safarians, Albert, et al v USA Waste of California a/k/a Western Waste, et al
GIC 740572	12/12/1999	GIC 740572	San Diego Superior Court	Plaintiff alleged gender discrimination, breach of contract, wrongful termination, and retaliatory discharge. Settled.	Inactive	Tasha L. Van Bibber v USA Waste of California, Inc., et al.
TC013432	06/06/2000	TC013432	Los Angeles County Superior Court	Action by former employees alleging employment discrimination based national origin, intentional infliction of emotional distress, negligent infliction of emotional distress and breach of contract. Settled.	Inactive	Abgaryan, Armen, et al v. USA Waste of California a/k/a Western Waste Industries a/k/a Western Waste, et al.
BC236470	09/08/2000	BC236470	Los Angeles County Superior Court	Wrongful termination suit. Dismissed.	Inactive	Harry Sabourjian v. Waste Management, Inc.
BC241087	11/30/2000	BC241087	Superior Court of California-Los Angeles County	Breach of contract complaint by customer alleging irregular pickup service. Settled.	Inactive	Jerome Oubre v. Waste Management
RIC358589	05/14/2001	RIC358589	Riverside County Superior Court	Complaint alleging discrimination and harassment on the basis of age, disability, and use of leave under CFRA. Settled.	Inactive	Evelyn Slory v USA Waste of California, Waste Management, et al
CV010854	10/05/2001	CV010854	San Luis Obispo County Superior Court	WM operates Union Road Landfill under contract with the City of El Paso De Robles. The City's complaint alleged that WM's subcontractor improperly decommissioned a gas well, and sought to recover the City's cost of property decommissioning the well. Settled.	Inactive	City of El Paso De Robles v. USA Waste of California, Inc., Union Road Landfill Corporation, Soils Engineering, Inc.
PC2002049	01/30/2002	PC2002049	El Dorado County Superior Court	Wrongful termination matter. Settled.	Inactive	Martin, Donald v El Dorado Disposal, et al.

SERVICE

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 of (13)

Matter Name	Status	Comments	Court	Case No.	Date Filed
Joe Merlon, et al. v. Waste Management, Inc., Western Waste Industries, Western Refuse Hauling, Inc., USA Waste of California, Inc.	Active	Unclassified class action suit alleging overcharges for residential, commercial, and industrial customers in the City of Carson.	Los Angeles County Superior Court	BC272347	04/19/2002
James W. Baum, et al. v. USA Waste of California, Inc., dba Central Valley Waste Services, City of Lodi, et al.	Active	Unclassified class action suit alleging that CVWS trucks are leaking hydraulic fluid and oil, soiling city streets	San Joaquin County Superior Court	CV018024	10/30/2002
Duncan, Sharon Bronson v. Waste Management, et al.	Active	Complaint for sexual harassment and gender discrimination.	Los Angeles County Superior Court	BC285086	11/12/2002

SERVICE

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 _____ F (15)

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

SERVICE

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 G (16)

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

ENVIRONMENTAL COMPLIANCE MATTERS			
Facility	Date	Issuing Agency	Nature of Alleged Violation
Downtown Transfer Station	05/27/98	City of Los Angeles	Improper handling of bulky waste and improper storage of green waste
Los Angeles Hauling	02/05/99	LA County	Failure to file new application for industrial waste water discharge permit
El Sobrante Landfill	05/27/99	CIWMB	Violation of litter control requirements
El Sobrante Landfill	12/13/99	Santa Ana Region Water Quality	Construction of clay liner prior to final approval of COA plan.
Blue Barrel Disposal	12/15/99	SCAQMD	Use of conventional spray gun to apply VOC containing coating to metal parts
Napa Garbage	02/24/00	LEA	Litter control requirements.
Green Valley Disposal	08/01/00	People of the State of California v Green Valley Disposal Co., Inc., Santa Clara County Superior Court	A fuel tank rupture on one of the Green Valley Disposal trucks caused diesel fuel to pass into a storm drain. The Company stipulated to a judgment in the matter, and agreed to pay civil penalties and clean up costs
WWM of The Inland Empire	10/18/00	CRWQCB	Improper storage techniques for recyclables and non-wastes.
Waste Transfer & Recycling	10/27/00	SCAQMD	Vector control.
Tulare County Recycling	12/08/00	Tulare County	Failure to control vectors, maintain proper draining and storage of waste in the parking area
Santa Fe Springs Hauling	12/27/00	City of Santa Fe Springs Fire Dept.	Violation of underground fuel tank permit.
Fresno Transfer Station	01/08/01	Fresno County	Litter control requirements
Stockton Scavengers	01/10/01	SJVAPCD	Exceedance of VOC emission rate.
Carson Transfer Station	11/15/01	Los Angeles County	Discharge of waste water exceeding pH levels.
Orange County TS - USACA	12/05/02	SCAQMD	Fugitive dust and particulate matter traveling beyond property line.
Napa Garbage	03/27/03	BAAQMD	Uncovered buckets containing solvents and coatings, missing air filters, use of coating exceeding VOC limit. Pending.

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 _____ G (16)

LABOR AND EMPLOYMENT MATTERS WITH GOVERNMENTAL ENTITIES				
Facility	Claimant	Date	Agency	Nature of Claim
Green Valley Disposal	Pay Payan	06/24/98	Workers' Compensation Appeals Board	Alleged wrongful termination of health care coverage.
Sac Val Disposal	Ronald Weiss	06/29/98	CA Dept. Industrial Relations	Claim regarding late payment of final wages.
Fresno Hauling	Salvador Barrera	08/10/98	Workers' Compensation Appeals Board	Wrongful termination claim brought under Labor Section 132a.
USA Waste of San Jose	Shawn Clayton	12/23/98	Workers' Compensation Appeals Board	Wrongful termination claim brought under Labor Section 132a.
Carmel Manna Hauling	Marcus Hatcher	01/01/99	CA Dept. Industrial Relations	Alleged unpaid wages.
Stockton Scavengers Assoc.	Terry Thompson	02/14/00	CA Dept. Industrial Relations	Claim regarding delay in payment of wages.
Ajax Portable Services	Marin Satazar	02/23/00	Workers' Compensation Appeals Board	Petition for reinstatement, lost wages and penalty under Labor Section 132a.
WM of Orange County	Teamsters Local 396	06/01/00	NLRB	Representation case.
WM of Grass Valley	Teamsters Local 150	06/08/00	NLRB	Representation case.
North Valley Disposal	Teamsters Local 137	07/24/00	NLRB	Representation case.
El Dorado Disposal	Operating Engineers Local 3	01/00/01	NLRB	Representation case.
El Soprante Landfill	Operating Engineers Local 12	03/00/01	NLRB	Representation case.
Carmel Manna Hauling	Melvin Gipson	03/12/01	NLRB/CA DFEH	Alleged disability discrimination.
Napa Garbage	Teamsters Local 490	10/25/01	NLRB	Representation case.
WM of The Inland Empire	Valencia	11/07/01	CA DFEH	Alleged FMLA violation.
Green Valley Disposal	Operating Engineers Local 3	02/01/02	NLRB	Representation case.
Golden State Debris	Teamsters Local 490	02/15/02	NLRB	Representation case.
Napa Garbage	Teamsters Local 490	02/15/02	NLRB	Representation case.
Tulare County Recycling	Julio Ramos	03/06/02	NLRB	Grievance relating to termination.
El Dorado Disposal	Gail Capozzello	04/05/02	NLRB	Grievance relating to termination.

SERVICE

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 G (16)

Facility	Claimant	Date	Agency	Nature of Claim
WM of Los Angeles	David Fuentes	04/22/02	CA Dept. Industrial Relations	Alleged unpaid rest periods
Tulare County Recycling	Marilyn Oruz	04/24/02	CA Dept. Industrial Relations	Wage and hour claim.
Ajax Portable Services	Leonard Rencher	05/00/02	CA Dept. Industrial Relations	Wage and hour claim
Tulare County Recycling	Laborers Local 550	06/24/02	NLRB	ULPC # 30-CA-19747-1
Napa Garbage	Teamsters Local 490	09/00/02	NLRB	ULPC # 20-CA-30482-1
Blue Barrel Disposal	Sharon Duncan	09/03/02	CA DFEH	Sex harassment and discrimination claims.
Waste Transfer & Recycling	Aguayo and Contreras	11/00/02	NLRB	Arbitration regarding pay rates.
Hollister Disposal	Teamsters Local 350	11/26/02	NLRB	Representation case.
Lassen Waste Systems		01/00/03	NLRB	Representation case.
El Dorado Disposal	Operating Engineers Local 3	01/03/03	NLRB	Claim alleging unpaid trust fund and pension contributions
WM of Nevada County	Operating Engineers Local 3	02/24/03	NLRB	Petition for election
WM of Nevada County	Operating Engineers Local 3	03/20/03	NLRB	ULP Charge #20-CA-31140-1
Napa (Vallejo) Recycling	Teamsters Local 490	03/25/03	NLRB	Petition for election.
El Dorado Disposal	Hosie Houston	03/26/03	CA Dept. Industrial Relations	Alleged failure to pay "lead pay" and meal and rest period violations
Napa (Vallejo) Recycling	Teamsters Local 490	04/29/03	NLRB	ULP Charge #20-CA-31222-1
WM of Los Angeles	Fernando Santoyo	05/00/03	NLRB	Grievance relating to termination
WM of Los Angeles	Juan Ochoa	05/00/03	NLRB	Grievance relating to termination.
WM of Los Angeles	Daniel Barrios	05/00/03	NLRB	Grievance relating to termination.

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 G (16)

OVERWEIGHT CITATIONS				
Matter Name	Status	Comments	Case No.	Date Filed
People v. Sanchez	Inactive	Overweight citation.	San Diego County Municipal Court, No. C284766	10/14/1998
People of the State of California v. USA Waste of California, Inc. and Jose Luis Ventura Anaya (and related cases. Jurado and Pena)	Inactive	Misdemeanor charges stemming from overweight vehicle citations. Settled.	San Diego Superior Court, Nos. M796932CF, M805054, M796662	04/06/2000
People of the State of California v. Waste Management	Inactive	Overweight vehicle citation Dismissed.	Los Angeles County Superior Court No. 4078514	05/08/2000

OSHA Inspections			
Open Date	Inspection #	Site	Inspection Type
9/5/2002	305471096	LA Metro Hauling	Accident
4/26/2002	3008577737	Rialto Portables	Complaint
11/10/2001	300762663	Carson Transfer Station	Accident
9/14/2001	300786951	WM of San Diego	Accident
9/7/2001	125749317	El Dorado Disposal	Complaint
9/6/2001	300762051	LA Metro Hauling	Accident
7/10/2001	300786522	WM of San Diego	Complaint
2/21/2001	119825685	Santa Fe Springs Hauling	Accident
8/2/2000	126051662	Santa Fe Springs Hauling	Accident
6/31/2000	300758950	LA Metro Hauling	Accident
4/3/2000	120275953	WM of San Diego	Accident
3/9/1999	120246824	WM of the Inland Empire	Accident
1/22/1998	120139126	WM of San Diego	Accident
10/15/1998	125010271	WM of San Diego	Unprog Rel
9/17/1998	119718641	Carmel Marina Hauling	Accident

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 _____ H (19)

Matter Name	Status	Comments	Court	Case No.	Date Filed
City of Lynwood ex rel. Louis Ippolito v. Waste Management, a division of USA Waste of California, Inc.	Inactive	This was originally an action brought under California False Claims Act alleging Western Waste failed to pay franchise fees under its franchise agreement. The court dismissed the false claims, leaving only the breach of contract claim. Settled.	Los Angeles County Superior Court	TC033503	08/09/2000
City of South Gate ex rel. Louis Ippolito v. Waste Management, a division of USA Waste of California, Inc.	Inactive	Action brought under California False Claims Act alleging Western Waste submitted rate increase applications under its collection franchise based on disposal fees and disposal fee increases which it knew to be false, resulting in the City and its ratepayers overpaying for disposal fees. Dismissed.	Los Angeles County Superior Court	VC031650	04/24/2000

11

EXHIBIT K – BUSINESS REGISTRATION TAX CODE

General Contractual Provisions
PART I

Business Tax Registration Certificate Number



OFFICE OF FINANCE
 TAX AND PERMIT DIVISION
 P.O. BOX 53200
 LOS ANGELES, CA 90053-0200

8106203248

17806 F.001/038 F.010

17 100-002855 0303 1

9227 TUJUNGA AV SUN VALLEY CA 91352
 WASTE MANAGEMENT RECYCLING AND DISPOSAL SERVICES OF CALI
 FORNIA INC
 BRADLEY LANDFILL
 C/O FRED FREUND
 9081 TUJUNGA AV
 SUN VALLEY CA 91352-1516

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 03-15-03 V

ACCOUNT NO.	FUND	CLASS	DESCRIPTION	STARTED
338230-77	L	190	PROFS/OCCUPATIONS	10-15-80

CITY DIRECTOR

9227 TUJUNGA AV SUN VALLEY CA 91352
 WASTE MANAGEMENT RECYCLING AND DISPOSAL SERVICES OF CALI
 FORNIA INC
 BRADLEY LANDFILL
 C/O FRED FREUND
 8081 TUJUNGA AV
 SUN VALLEY CA 91352-1516



ISSUED BY:

Antoinette D. Christou

DIRECTOR OF FINANCE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 03-20-03

STARTED

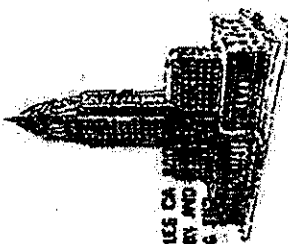
04-01-07

ACCOUNT NO. FUND CLARK

612835-91 1 166

DESCRIPTION

WHOLESALE SALES



840 S MISSION RD LOS ANGELES CA
WASTE MANAGEMENT COLLECTION AND
WASTE TRANSFER & RECYCLING
C/O FRED FREUND
8081 TULUMITA AV
SUN VALLEY CA 91352-1516

ISSUED BY

Antoinette D. Christensen

DIRECTOR OF FINANCE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 03-20-03

STARTED

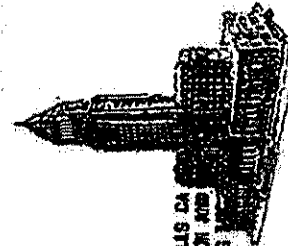
04-01-08

ACCOUNT NO. FUND CLARK

612835-91 1 289

DESCRIPTION

RECYCLING SERVICES



840 S MISSION RD LOS ANGELES CA
WASTE MANAGEMENT COLLECTION AND
WASTE TRANSFER & RECYCLING
C/O FRED FREUND
8081 TULUMITA AV
SUN VALLEY CA 91352-1516

ISSUED BY

Antoinette D. Christensen

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN COMPANY OR ADDRESS - FOR THE NUMBER AND YOUR LICENSE NUMBER (A) WHICH APPLIES TO THIS LICENSE (SEE 8001) INFORMATION - 800-451-9311

APPENDIX A - DESIGNATED REUSE FACILITIES

Central Valley Fuel Management
3100 Pond Rd.
Delano, CA 93215
Gregg Kaylor
(559) 978-9663

Dinuba Energy
6929 Avenue 430
Reedley, CA 93654
Gary Rogers
(559) 591-8060

Eco Logics
1926 Hobart Dr.
Camarillo, CA 93010
Dave Hare
(806) 987-7530

Hondo Chemicals
20807 Stockdale Hwy.
Bakersfield, CA 93312
Bruce Baker
(805) 589-1042

Nursery Produces
16284 Aster Rd.
Adelano, CA 92301
Kevin Sutton
(310) 466-8114
Jeff Meberg
(714) 799-0801

San Joaquin Composting, Inc.
12421 Hollowy Rd.
Lost Hills, CA 93249
Scott Deathridge
(551) 797-2914

Sun Valley Farms
9090 Laurel Canyon Blvd.
Sun Valley, CA 91352
Sandy Storm
(818) 767-2939

APPENDIX A – DESIGNATED REUSE FACILITIES

Central Valley Fuel Management
3100 Pond Rd.
Delano, CA 93215
Gregg Kaylor
(559) 978-9663

Dinuba Energy
6929 Avenue 430
Reedley, CA 93654
Gary Rogers
(559) 591-8060

Eco Logics
1926 Hobart Dr.
Camarillo, CA 93010
Dave Hare
(806) 987-7530

Hondo Chemicals
20807 Stockdale Hwy.
Bakersfield, CA 93312
Bruce Baker
(805) 589-1042

Nursery Produces
16284 Aster Rd.
Adelano, CA 92301
Kevin Sutton
(310) 466-8114
Jeff Meberg
(714) 799-0801

San Joaquin Composting, Inc.
12421 Hollowy Rd.
Lost Hills, CA 93249
Scott Deathridge
(551) 797-2914

Sun Valley Farms
9090 Laurel Canyon Blvd.
Sun Valley, CA 91352
Sandy Storm
(818) 767-2939

CITY OF LOS ANGELES
 Department of Public Works
 Bureau of Contract Administration
 Special Research & Investigation Section
 1149 South Broadway, Suite 300
 Los Angeles, CA 90015
 Phone: (213) 847-2408
 Mail Stop 480

CONTRACTOR EVALUATION FOR SERVICE CONTRACTS

DEPARTMENT INFORMATION	
City Department: Public Works	Date Evaluated: 10/28/13
Name & Title of Dept. Evaluator: Rowena Romano	
Evaluator's Signature: <i>[Signature]</i>	Phone: 213-485-3626
Name & Title of Supervisor Approving Evaluation: Bernadette Halverson	
Supervisor's Signature: <i>[Signature]</i>	Date Approved: 10/29/13

COMPANY INFORMATION	
Name of Company: Waste Management	Contract Number: C- 107485
Company's Contact Person: Doug Corcoran	Phone: 818-252-3147
Company Street Address: 9081 Tujunga Avenue	
City: Sun Valley	State: CA Zip: 91352
Contract Term – Start Date: October 14, 2004	End Date: October 13, 2013
Total Dollar Amount of Contract: \$87,631,510.95 *	
Service Provided by Company: Receipt, Processing and Reuse of Residential Green Material	

The City representative most familiar with the contractor's work performance must complete this evaluation and submit to the Department of Public Works, Bureau of Contract Administration, Special Research and Investigation Section (SRI) a **draft** for review within 14 calendar days of the contract's end date. After the evaluation is finalized, if the evaluation contains a Marginal or Unsatisfactory rating, SRI will transmit a copy to the contractor who will be given 14 calendar days to respond. The final evaluation, and any response from the contractor, will be available to departments to be used as a reference check after departments have selected a contractor through an evaluation process.

The following list provides a basic set of evaluation criteria that should be applicable to any service contractor. Narrative responses are required to support some of the assessment ratings and must be attached to this evaluation. If a narrative response is required, indicate before each narrative the number of the question for which the response is being provided. Any available supporting documentation to justify any Marginal or Unsatisfactory ratings must also be attached.

Assessment Ratings:

Very Good - Performance exceeded contractual requirements.

Satisfactory - Performance met contractual requirements. (The contractual performance being assessed may or may not have reflected some minor problems for which corrective actions taken by the contractor were satisfactory.)

Marginal - Performance did not meet some contractual requirements or performance met contractual requirements but only after extensive corrective action was required. (The contractual performance being assessed reflected a serious problem. The contractor's corrective actions were only marginally effective or were not fully implemented.)

Unsatisfactory - Performance did not meet contractual requirements. The contractual performance being assessed reflected serious problems for which the contractor's corrective actions were ineffective.

WORK PERFORMANCE			
1. Did the contractor perform all of the work required by the contract? If "No," specify on the attachment work the contractor failed to perform; cite any problems or delays encountered, and the reason for delay(s). Provide documentation.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
a. Did the contractor perform the work in the method required by the contract? If "No," explain on the attachment. Provide documentation.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
2. Was the work performed by the contractor accurate and complete? If "No," explain on the attachment and provide documentation. Complete (a) and (b) below.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
a. Were corrections requested? If "Yes," specify the date(s) and reasons(s) for the correction(s). Provide documentation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. If corrections were requested, did the contractor make the corrections as requested? If "No," explain on the attachment. Provide documentation.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
3. Was the contractor responsive to City staff's comments and concerns regarding the work performed or the work product delivered? If "No," explain on the attachment. Provide documentation.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
4. Were there other significant issues related to "Work Performance?" Explain on the attachment. Provide documentation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
5. Overall how did the contractor rate on Work Performance? Your Overall Rating for this category must be consistent with the responses to the questions given above regarding Work Performance. Very Good <input type="checkbox"/> Satisfactory <input checked="" type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>			N/A <input type="checkbox"/>

TIMELINESS			
6. Did the contractor complete each portion of the work within the time required by the contract (including time extensions or amendments)? If "No," explain on the attachment why the work was not completed according to schedule. Provide documentation.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
7. Was the contractor required to provide a service in accordance with an established schedule (such as for security, maintenance, custodial, etc.)? If "No" or "Not Applicable," go to Question #8. If "Yes," complete (a) below.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
a. Were the services provided within the days and times scheduled? If "No," explain on the attachment and specify the dates the contractor failed to comply with this requirement (such as tardiness, failure to report, etc.). Provide documentation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
8. Were there other significant issues related to "Timeliness?" Explain on the attachment. Provide documentation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
9. Overall, how did the contractor rate on Timeliness? Your Overall Rating for this category must be consistent with the responses to the questions given above regarding Timeliness. Very Good <input type="checkbox"/> Satisfactory <input checked="" type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>			N/A <input type="checkbox"/>

FINANCIAL			
10. Were the contractor's billings accurate and reflective of the contract payment terms? If "No," explain on the attachment. Provide documentation of occurrences and amounts (such as corrected invoices).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
11. Were there any amendments to increase the contract amount? If "Yes," list the original contract amount, the final contract amount (inclusive of all amendments), the number of amendments, and explain on the attachment the reason for the amendment(s). Original Amt.: \$ <u>1,619,505.00</u> Final Amt.: \$ <u>87,631,510.95*</u> # of Amendments: <u>2</u>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
12. Were there other significant issues related to "Financial?" Explain on the attachment. Provide documentation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
13. Overall, how did the contractor rate on Financial issues? Your Overall Rating for this category must be consistent with the responses to the questions given above regarding Financial issues. Very Good <input type="checkbox"/> Satisfactory <input checked="" type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>			N/A <input type="checkbox"/>

COMMUNICATION			
14. Was the contractor responsive to the City's questions, requests for information, etc.? If "No," explain on the attachment.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
15. Did the contractor communicate with City staff clearly and in a timely manner regarding:			
a. Notification of any significant issues that arose? If "No," explain on the attachment.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
b. Staffing issues (changes, additions, replacements, etc.)? If "No," explain on the attachment.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
c. Periodic progress reports as required by the contract (both verbal and written)? If "No," explain on the attachment.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
d. Billing disputes? If "No," explain on the attachment.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
e. Proposed contract amendments? If "No," explain on the attachment.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
16. Were there other significant issues related to "Communication?" Explain on the attachment. Provide documentation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
17. Overall, how did the contractor rate on Communication issues? Your Overall Rating for this category must be consistent with the responses to the questions given above regarding Communication issues. Very Good <input type="checkbox"/> Satisfactory <input checked="" type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/>			N/A <input type="checkbox"/>

EXPERTISE

<p>18. Did the personnel assigned by the contractor have the expertise and skills required to satisfactorily perform under the contract? If "No," explain on the attachment.</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>N/A <input type="checkbox"/></p>
<p>19. Overall, how did the contractor rate on Expertise? Your Overall Rating for this category must be consistent with the responses to the questions given above regarding Expertise issues.</p> <p>Very Good <input type="checkbox"/> Satisfactory <input checked="" type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/></p>			<p>N/A <input type="checkbox"/></p>

CONTRACT TERMINATION

<p>20. Was the contractor terminated for cause? If "Yes," explain on the attachment the reasons and circumstances for the termination.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input checked="" type="checkbox"/></p>	<p>N/A <input type="checkbox"/></p>
--	---	---	---

CONTRACTOR STATUS AND COMPLIANCE WITH MBE/WBE/OBE PLEDGE LEVELS

<p>21. If known, indicate whether the <u>prime contractor</u> falls into one or more of the following categories and whether the contractor's status has been certified by the City of Los Angeles. <u>Check all boxes that apply.</u> If the contractor's status is not known, check "Not Known."</p> <table border="1" data-bbox="232 910 1219 1098"> <tr> <td colspan="3">Prime Contractor's Status is:</td> </tr> <tr> <td><input type="checkbox"/> Not Known (Continue onto Question #22.)</td> <td colspan="2">Was the status certified?</td> </tr> <tr> <td><input type="checkbox"/> Minority-owned Business Enterprise (MBE)</td> <td>Yes <input type="checkbox"/></td> <td>Not known <input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Women-owned Business Enterprise (WBE)</td> <td>Yes <input type="checkbox"/></td> <td>Not known <input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other Business Enterprise (OBE)</td> <td>Yes <input checked="" type="checkbox"/></td> <td>Not known <input type="checkbox"/></td> </tr> </table>	Prime Contractor's Status is:			<input type="checkbox"/> Not Known (Continue onto Question #22.)	Was the status certified?		<input type="checkbox"/> Minority-owned Business Enterprise (MBE)	Yes <input type="checkbox"/>	Not known <input type="checkbox"/>	<input type="checkbox"/> Women-owned Business Enterprise (WBE)	Yes <input type="checkbox"/>	Not known <input type="checkbox"/>	<input checked="" type="checkbox"/> Other Business Enterprise (OBE)	Yes <input checked="" type="checkbox"/>	Not known <input type="checkbox"/>			
Prime Contractor's Status is:																		
<input type="checkbox"/> Not Known (Continue onto Question #22.)	Was the status certified?																	
<input type="checkbox"/> Minority-owned Business Enterprise (MBE)	Yes <input type="checkbox"/>	Not known <input type="checkbox"/>																
<input type="checkbox"/> Women-owned Business Enterprise (WBE)	Yes <input type="checkbox"/>	Not known <input type="checkbox"/>																
<input checked="" type="checkbox"/> Other Business Enterprise (OBE)	Yes <input checked="" type="checkbox"/>	Not known <input type="checkbox"/>																
<p>22. Did the request for bid or proposal contain language requiring a "Good Faith Effort" to conduct outreach to MBE/WBE/OBE? If MBE/WBE/OBE outreach was not required, check "No" and go to Question #24. If "Yes," list below the anticipated levels, the levels pledged by the contractor, and the level achieved at the end of the contract.</p> <table border="1" data-bbox="232 1336 1219 1434"> <tr> <td>Anticipated Percentage Level:</td> <td>MBE 12 %</td> <td>WBE 5 %</td> <td>OBE 0 %</td> </tr> <tr> <td>Contractor's Pledged Percentage Level:</td> <td>MBE 13.28 %</td> <td>WBE 0 %</td> <td>OBE 3.97 %</td> </tr> <tr> <td>Percentage Level Achieved by Contractor:</td> <td>MBE 14.46%</td> <td>WBE 0 %</td> <td>OBE 0.47 %</td> </tr> </table>	Anticipated Percentage Level:	MBE 12 %	WBE 5 %	OBE 0 %	Contractor's Pledged Percentage Level:	MBE 13.28 %	WBE 0 %	OBE 3.97 %	Percentage Level Achieved by Contractor:	MBE 14.46%	WBE 0 %	OBE 0.47 %	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>N/A <input type="checkbox"/></p>			
Anticipated Percentage Level:	MBE 12 %	WBE 5 %	OBE 0 %															
Contractor's Pledged Percentage Level:	MBE 13.28 %	WBE 0 %	OBE 3.97 %															
Percentage Level Achieved by Contractor:	MBE 14.46%	WBE 0 %	OBE 0.47 %															
<p>23. If the contractor did not meet its obligation to use the MBE/WBE/OBE subcontractor(s) listed in its bid/proposal package, were all subcontractor substitutions approved by the City?</p>	<p>Yes <input checked="" type="checkbox"/></p>	<p>No <input type="checkbox"/></p>	<p>N/A <input type="checkbox"/></p>															

OVERALL CONTRACTOR RATING

<p>24. How would you rate the contractor overall?</p> <p>Very Good <input type="checkbox"/> Satisfactory <input checked="" type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory <input type="checkbox"/></p>			<p>N/A <input type="checkbox"/></p>
---	--	--	---

ADDITIONAL COMMENTS: You may use this sheet to provide any additional comments requested above, and any other comments about the contractor's performance, including the contractor's compliance with the MBE/WBE/OBE program. Indicate before each narrative the number of the question for which the response is being provided. Attach additional sheets if necessary.

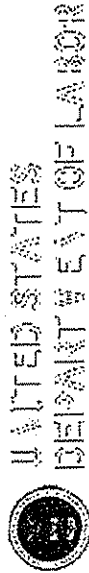
* Total Amount of Contract is per Schedule B submitted by Contractor on October 14, 2013.

4) Please see attached documents regarding CalRecycle Inspections on both the Bradley Processing /Transfer Station and Mission Road Recycling and Transfer Station. The documents show that both facilities rarely received any notices/areas of concern, and for which concerns were resolved by the next inspection.

4) Please see attached documents regarding OSHA citations received for USA Waste of California dba Waste Management which shows that neither the Bradley or Mission Road facilities received any OSHA citations during the term of the Contract.

11) Total contract amount is per Schedule B submitted by Contractor on October 14, 2013. Original contract had two 3-year renewal options for which the City exercised.

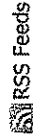
22) Contractor's Pledge Percentage Level is per Amendment No. 2. Percentage Level Achieved by Contractor is per Schedule B submitted by Contractor on October 14, 2013.



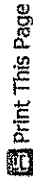
OSHA



Newsletter



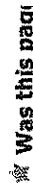
RSS Feeds



Print This Page



Text Size



Was this page

[A to Z Index](#) | [En español](#) | [Contact Us](#) | [FAQs](#) | [Ab](#)

Occupational Safety & Health Administration

We Can Help

[What's New](#) | [Off](#)

Home	Workers	Regulations	Enforcement	Data & Statistics	Training	Publications	Newsroom	Small Business
----------------------	-------------------------	-----------------------------	-----------------------------	---------------------------------------	--------------------------	------------------------------	--------------------------	--------------------------------

Establishment	Date Range	Office	State
USA Waste of California	10/13/2004 to 10/13/2013	all	all

Please note that inspections which are known to be incomplete will have the identifying activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#) | [Return to Search](#)

Get Detail: [Select All](#) [Reset](#)

Results 1 - 3 of 3
By Date

	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
<input type="checkbox"/>	1	316517127	08/09/2012	0950621	CA	Complaint	Partial	4953	562212	Usa Waste Of California, Inc. Dba Waste Management
<input type="checkbox"/>	2	31186797Z	02/27/2009	0950621	CA	Complaint	Partial	4953	562212	1 Usa Waste Of California Inc Dba Alturas Disposal
<input type="checkbox"/>	3	30718822Z	06/04/2008	0950636	CA	Accident	Partial	4959	562998	Usa Waste Of California Inc Dba Nu-Way Arrow Land

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site Notices](#) | [International](#) | [Contact Us](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210
Telephone: 800-321-OSHA (6742) | TTY: 877-889-5627

www.OSHA.gov



UNITED STATES
DEPARTMENT OF LABOR

[A to Z Ind](#)

OSHA

[OSHA QuickTakes](#) Newsletter

[RSS Feeds](#)

[Print This](#)

Occupational Safety & Health Administration **We Can Help**

Home	Workers	Regulations	Enforcement	Data & Statistics	Training	Publications
----------------------	-------------------------	-----------------------------	-----------------------------	---------------------------------------	--------------------------	------------------------------

Inspection: 316517127 - Usa Waste Of California, Inc. Db a Waste Management

Inspection Information - Office: Ca Sacramento			
Nr: 316517127	Report ID:0950621	Open Date: 08/09/2012	
Usa Waste Of California, Inc. Db a Waste Management			
8761 Younger Creek Dr		Union Status: NonUnion	
Sacramento, CA 95828			
SIC: 4953/Refuse Systems			
NAICS: 562212/Solid Waste Landfill			
Inspection Type: Complaint		Advanced Notice: N	
Scope: Partial			
Ownership: Private		Close Conference: 01/08/2013	
Safety/Health: Health		Close Case: 01/08/2013	
Related Activity: Type	ID	Safety	Health
Complaint	208844928	Yes	

[Freedom of Information Act](#) | [Privacy & Security Statement](#) | [Disclaimers](#) | [Important Web Site](#)

U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave.,
Telephone: 800-321-OSHA (6742) | TTY: 877-889-5627
www.OSHA.gov

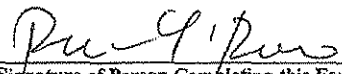
**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

Project Title: Receipt, Process, and Reuse of Residential Green Material		Contract No.: C-107485
Company Name: Waste Management of L.A.	Address: 9081 Tujunga Avenue, Sun Valley, CA 91352	
Contact Person: Doug Corcoran	Phone: 818-252-3147	

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*
J.I. Gandara Transport, P.O. Box 920176, Sylmar, CA 91392, (661) 254-8099	Trucking	MBE	\$241,956.00	\$12,672,721.17
Ecology Transport, 14150 Vine Pl., Cerritos, CA 90703, (562) 921-9974	Trucking	OBE	\$2,936,409	\$410,204.59

* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation	\$12,672,721.17	14.46%	13.28%	WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation	\$410,204.59	0.47%	3.97%


Rowena T. Pomano
Env. Eng. Assoc. II
10/29/13
 Signature of Person Completing this Form Printed Name Title Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION



Facility/Site Summary Details: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: [Martin Perez](#)

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

Identification:		Local Enforcement Agency (LEA):	
Location:	Mission Road Recycling & Transfer Station 840 South Mission Road Los Angeles (City), CA 90023	City of Los Angeles	Los Angeles Dept of Building & Safety Local Enforcement Agency Program 3550 Wilshire Boulevard, 18th Floor MS 115 Los Angeles, CA 90010 Phone: (213) 252-3939 Fax: (213) 252-3345
Latitude:	34.02882		
Longitude:	-118.22366		
GIS Confidence:	Map		
US EPA FRS ID:	Not Available		
Operator/Business Owner:		Land Owner(s):	
Waste Management Inc - Bradley Lf & Miss 9081 Tujunga Avenue Sun Valley, CA 91352 Phone: (818) 767-6180 Fax: (818) 252-3249		Waste Management Inc - Bradley Lf & Miss 9081 Tujunga Avenue Sun Valley, CA 91352 Phone: (818) 767-6180 Fax: (818) 252-3249	
Surrounding Land Use:			
Industrial			
Permit Details:			
Current - Permit or EA Notification Issue Date: January 30, 2012 Type: Full View Document			
Unit Specifications:			
Data Dictionary			
Unit: 01			
Activity:	Large Volume Transfer/Proc Facility	Inspection Frequency:	Monthly
Classification:	Solid Waste Facility	Max. Permitted Throughput:	1,785.00 Tons/day
Category:	Transfer/Processing	Permitted Capacity:	500,000 Tons/year
Regulatory Status:	Permitted	Total Acreage:	3.5000 Acres



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: [Martin Perez](#)

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2013	<input type="button" value="Submit"/>
------	---------------------------------------

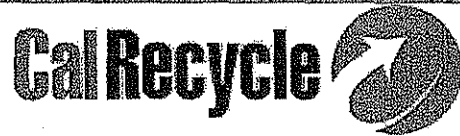
01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
09/25/2013	10/10/2013	LEA Periodic		No Violations or Areas of Concern reported
08/28/2013	09/11/2013	LEA Periodic		No Violations or Areas of Concern reported
07/31/2013	08/15/2013	LEA Periodic		No Violations or Areas of Concern reported
06/28/2013	07/15/2013	LEA Periodic		No Violations or Areas of Concern reported
05/23/2013	06/17/2013	LEA Periodic		No Violations or Areas of Concern reported
04/26/2013	05/15/2013	LEA Periodic		No Violations or Areas of Concern reported
03/27/2013	04/17/2013	LEA Periodic		No Violations or Areas of Concern reported
02/25/2013	03/22/2013	LEA Periodic		No Violations or Areas of Concern reported
01/30/2013	02/21/2013	LEA Periodic		No Violations or Areas of Concern reported

[Inspections Data Dictionary](#)

Last updated: Data updated continuously.



**Facility/Site Inspection Listings: Mission Road Recycling & Transfer Statio
(19-AR-1183)**

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2012	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/20/2012</u>	01/09/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>11/14/2012</u>	11/15/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>10/25/2012</u>	11/14/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>09/27/2012</u>	10/23/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>08/22/2012</u>	08/29/2012	LEA Periodic	17408.6-Maintenance Program	Areas of Concern
<u>07/25/2012</u>	08/02/2012	LEA Periodic	17408.6-Maintenance Program	Areas of Concern
<u>06/25/2012</u>	07/05/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>05/21/2012</u>	05/23/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>04/26/2012</u>	05/07/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>03/16/2012</u>	04/09/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>02/16/2012</u>	03/01/2012	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2011	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/19/2011</u>	01/15/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>11/14/2011</u>	12/05/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>10/20/2011</u>	11/04/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>09/26/2011</u>	10/11/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>08/15/2011</u>	08/18/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>07/28/2011</u>	08/08/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>06/22/2011</u>	07/11/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>05/23/2011</u>	05/26/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>04/27/2011</u>	04/28/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>03/24/2011</u>	04/18/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>02/23/2011</u>	03/07/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>01/19/2011</u>	01/27/2011	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

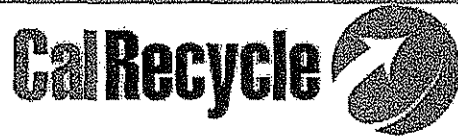
Land Owner: Waste Management Inc - Bradley Lf & Miss

2010	Submit
------	--------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/06/2010</u>	12/08/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>11/10/2010</u>	11/15/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>10/18/2010</u>	10/21/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>09/27/2010</u>	10/04/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>09/14/2010</u>	10/04/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>08/23/2010</u>	08/23/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>08/04/2010</u>	08/04/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>07/28/2010</u>	07/29/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>07/27/2010</u>	07/27/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>06/30/2010</u>	07/19/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>06/11/2010</u>	07/19/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>05/25/2010</u>	06/08/2010	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: [Martin Perez](#)

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2009

Submit

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
12/14/2009	12/14/2009	LEA Periodic		No Violations or Areas of Concern reported
12/09/2009	12/09/2009	LEA Periodic		No Violations or Areas of Concern reported
11/30/2009	12/03/2009	LEA Periodic		No Violations or Areas of Concern reported
11/20/2009	12/03/2009	LEA Periodic		No Violations or Areas of Concern reported
10/30/2009	11/02/2009	LEA Periodic		No Violations or Areas of Concern reported
10/05/2009	10/07/2009	LEA Periodic		No Violations or Areas of Concern reported
09/30/2009	11/12/2009	LEA Periodic		No Violations or Areas of Concern reported
09/17/2009	10/02/2009	LEA Periodic		No Violations or Areas of Concern reported
08/31/2009	09/09/2009	LEA Periodic		No Violations or Areas of Concern reported
08/13/2009	09/03/2009	LEA Periodic		No Violations or Areas of Concern reported
07/31/2009	08/18/2009	LEA Periodic		No Violations or Areas of Concern reported
07/07/2009	08/05/2009	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2008	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/26/2008</u>	03/30/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>12/09/2008</u>	04/14/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>11/26/2008</u>	04/14/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>11/12/2008</u>	01/12/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>10/29/2008</u>	01/12/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>10/24/2008</u>	01/12/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>08/19/2008</u>	12/18/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>08/08/2008</u>	09/05/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>07/23/2008</u>	09/05/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>07/07/2008</u>	08/14/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>06/27/2008</u>	08/14/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>05/30/2008</u>	07/10/2008	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

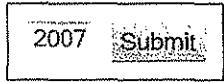
[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss



01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/13/2007</u>	01/18/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>12/04/2007</u>	01/07/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>11/29/2007</u>	12/14/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>11/21/2007</u>	12/10/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>10/30/2007</u>	11/27/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>10/03/2007</u>	11/14/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>09/28/2007</u>	11/05/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>09/10/2007</u>	10/10/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>08/30/2007</u>	09/17/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>08/02/2007</u>	09/10/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>07/26/2007</u>	08/27/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>07/03/2007</u>	08/06/2007	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2006

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/21/2006</u>	01/18/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>12/14/2006</u>	01/12/2007	LEA Periodic		No Violations or Areas of Concern reported
<u>11/30/2006</u>	12/29/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>11/15/2006</u>	12/15/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>10/26/2006</u>	11/03/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>10/12/2006</u>	11/03/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>09/28/2006</u>	10/19/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>09/19/2006</u>	10/10/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>08/31/2006</u>	09/25/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>08/24/2006</u>	09/25/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>07/31/2006</u>	08/04/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>07/17/2006</u>	07/24/2006	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2005	Submit
------	------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/28/2005</u>	01/11/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>12/16/2005</u>	01/30/2006	LEA Periodic		No Violations or Areas of Concern reported
<u>11/29/2005</u>	12/13/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>11/17/2005</u>	12/07/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>10/31/2005</u>	12/02/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>10/13/2005</u>	11/07/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>09/22/2005</u>	10/07/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>09/08/2005</u>	09/16/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>08/31/2005</u>	09/09/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>08/23/2005</u>	08/31/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>07/28/2005</u>	08/19/2005	LEA Periodic		No Violations or Areas of Concern reported
<u>07/13/2005</u>	08/19/2005	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Mission Road Recycling & Transfer Station (19-AR-1183)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: [Martin Perez](#)

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Management Inc - Bradley Lf & Miss

Land Owner: Waste Management Inc - Bradley Lf & Miss

2004	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
12/22/2004	01/20/2005	LEA Periodic		No Violations or Areas of Concern reported
12/02/2004	01/20/2005	LEA Periodic		No Violations or Areas of Concern reported
11/24/2004	12/27/2004	LEA Periodic		No Violations or Areas of Concern reported
10/29/2004	12/27/2004	LEA Periodic		No Violations or Areas of Concern reported
10/18/2004	11/29/2004	LEA Periodic		No Violations or Areas of Concern reported
09/30/2004	10/18/2004	LEA Periodic		No Violations or Areas of Concern reported
08/27/2004	10/18/2004	LEA Periodic		No Violations or Areas of Concern reported
08/20/2004	09/15/2004	LEA Periodic		No Violations or Areas of Concern reported
07/29/2004	09/15/2004	LEA Periodic		No Violations or Areas of Concern reported
07/22/2004	08/06/2004	LEA Periodic	17407.2-Cleaning	Areas of Concern
06/29/2004	08/06/2004	LEA Periodic		No Violations or Areas of Concern reported
06/11/2004	07/19/2004	LEA Periodic		No Violations or Areas of Concern reported

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:	City of Los Angeles		
SWIS Facility File Number (99-xx-9999)	19-AR-1183		Inspection Date
			9/27/2012
X LEA: Periodic	CalRecycle Closed Sites	CalRecycle Focused	
LEA: Focused	CalRecycle Enforcement Agent	CalRecycle Periodic	
Inspection Time	Time In	Time Out	
Facility Name	Received By		
Mission Road Recycling & Transfer Station	Waste Management Inc - Bradley Lf & Miss		
Facility Location	Owner Name		
840 South Mission Road, Los Angeles (City) 90023			
Inspector	Also Present (Name)		
Ronald Roque	J. Llamas, MRRTS		
THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 16 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)			
No Violations or Areas of Concern			

V	A	Permit Filing Requirements & Permits	Comments
		PRC 44002 - Operator Authorized by SWF Permit	
		PRC 44004 - Significant Change	
		PRC 44014(b) - Operator Complies with Terms & Conditions	
		PRC 44005 - Transfer of Owner or Operator	
V	A	Permit/EA Notification Requirement	Comments
		17403.4 - Registration Permit Required	
		17403.5 - Emergency T/P Op. - Notif	
		17403.6 - Registration Permit Required	
		17403.7 - Full SW Facility Permit	
		17403.8 - Facility Plan Req	
		17403.9 - Transfer/ Processing Reporting Requirements	
		21640 - Title 27 Full permit review	
		18221.6 - Transfer/ Processing Reporting Requirements	
V	A	Registration Requirements	Comments
		18104.7 - Registration permit Review	
		18221.5 - Facility Plan	
V	A	Siting And Design	Comments
		17406.1(a) - Siting on Landfills	
		17406.1(b) - Intermediate Cover (Foundation stable)	
		17406.1(c) - Int. Cover (operations/closure)	
		17406.2 - General Design Requirements	
		17419.1 - Visual Screening	
V	A	Operating Criteria	Comments
		17407.2 - Cleaning	
		17409.1 - Roads	

Comments:

--

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:	City of Los Angeles		
SWIS Facility File Number (99-xx-9999)	19-AR-1183		Inspection Date
			8/22/2012
X LEA Periodic	CalRecycle Closed Sites	CalRecycle Focused	
LEA Focused	CalRecycle Enforcement Agent	CalRecycle Periodic	
Inspection Time	Time In	Time Out	
Facility Name	Received By		
Mission Road Recycling & Transfer Statio	Waste Management Inc - Bradley Lf & Miss		
Facility Location	Owner Name		
840 South Mission Road, Los Angeles (City) 90023			
Inspector	Also Present (Name)		
Ronald Roque	J. Llamas, MRRTS		

THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)

No Violations or Areas of Concern

V	A	Permit Filing Requirements & Permits	Comments
		PRC 44002 - Operator Authorized by SWF Permit	
		PRC 44004 - Significant Change	
		PRC 44014(b) - Operator Complies with Terms & Conditions	
		PRC 44005 - Transfer of Owner or Operator	
V	A	Permit/EA Notification Requirement	Comments
		17403.4 - Registration Permit Required	
		17403.5 - Emergency T/P Op. - Notif	
		17403.6 - Registration Permit Required	
		17403.7 - Full SW Facility Permit	
		17403.8 - Facility Plan Req	
		17403.9 - Transfer/ Processing Reporting Requirements	
		21640 - Title 27 Full permit review	
		18221.6 - Transfer/ Processing Reporting Requirements	
V	A	Registration Requirements	Comments
		18104.7 - Registration permit Review	
		18221.5 - Facility Plan	
V	A	Siting And Design	Comments
		17406.1(a) - Siting on Landfills	
		17406.1(b) - Intermediate Cover (Foundation stable)	
		17406.1(c) - Int. Cover (operations/closure)	
		17406.2 - General Design Requirements	
		17419.1 - Visual Screening	
V	A	Operating Criteria	Comments
		17407.2 - Cleaning	
		17409.1 - Roads	

CalRecycle

Enforcement Agency		City of Los Angeles	
SWIS Facility File Number (99-xx-9999)		Inspection Date	
19-AR-1183		7/29/2004	
<input checked="" type="checkbox"/> LEA Periodic <input type="checkbox"/> LEA Focused		CalRecycle Closed Sites CalRecycle Enforcement Agent	
		CalRecycle Focused CalRecycle Periodic	
Inspection Time	Time In	Time Out	
Facility Name		Received By	
Mission Road Recycling & Transfer Statio			
Facility Location		Owner Name	
840 South Mission Road, Los Angeles (City) 90023			
Inspector		Also Present (Name)	
<small>THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)</small>			
<input checked="" type="checkbox"/> No Violations or Areas of Concern			

Comments:
A - XIV CCR 17407.2 - Cleaning - During this early morning inspection, areas in and around the trailer loading area appear to not have been cleaned prior to the start of operations on this day. Unable to determine the condition of the tipping areas as facility had already started receiving trucks on this operating day, but conditions seemed less than adequate. Operator must place more emphasis on clearing all loose materials and litter each operating day in all the areas of operation. All other aspects of operations are normal, records are clear and current.



Facility/Site Summary Details: Bradley East Processing/Transfer Station (19-AR-1237)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: [Martin Perez](#)

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

Identification:		Local Enforcement Agency (LEA):	
Location:	Bradley East Processing/Transfer Station 9227 Tujunga Avenue Sun Valley (In Los Angeles), CA 91352	City of Los Angeles	Los Angeles Dept of Building & Safety Local Enforcement Agency Program 3550 Wilshire Boulevard, 18th Floor MS 115
Latitude:	34.23764		Los Angeles, CA 90010
Longitude:	-118.38021		Phone: (213) 252-3939
GIS Confidence:	Map		Fax: (213) 252-3345
US EPA FRS ID:	Not Available		
Operator/Business Owner:		Land Owner(s):	
	Waste Mgt. Recycling & Disposal Ser. of CA 9227 Tujunga Avenue Sun Valley, CA 91352 Phone: (818) 767-6180 Fax: (818) 252-3249		Waste Mgt. Recycling & Disposal Ser. of CA Doug Corcoran, Waste Management Dir. 9227 Tujunga Avenue Sun Valley, CA 91352 Phone: (818) 767-6180 Fax: (818) 252-3249
Surrounding Land Use:			
Commercial, Industrial			
Permit Details:			
Current - Permit or EA Notification Issue Date: July 12, 2010 Type: Full View Document			
Unit Specifications:			
Data Dictionary			
Unit: 01			
	Activity: Large Volume Transfer/Proc Facility	Inspection Frequency:	Monthly
	Classification: Solid Waste Facility	Max. Permitted Throughput:	1,532.00 Tons/day
	Category: Transfer/Processing	Permitted Capacity:	1,640 Tons/day



Facility/Site Inspection Listings: Bradley East Processing/Transfer Station (19-AR-1237)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Mgt. Recycling & Disposal Ser. of CA

Land Owner: Waste Mgt. Recycling & Disposal Ser. of CA

2013	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>09/11/2013</u>	09/24/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>08/13/2013</u>	08/22/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>07/11/2013</u>	08/07/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>06/06/2013</u>	06/14/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>05/08/2013</u>	05/16/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>04/09/2013</u>	05/02/2013	LEA Periodic	17408.1-Litter Control	Areas of Concern
<u>03/13/2013</u>	04/05/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>02/26/2013</u>	03/08/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>02/12/2013</u>	02/26/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>01/30/2013</u>	02/21/2013	LEA Periodic		No Violations or Areas of Concern reported
<u>01/16/2013</u>	01/30/2013	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Bradley East Processing/Transfer Station (19-AR-1237)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Mgt. Recycling & Disposal Ser. of CA

Land Owner: Waste Mgt. Recycling & Disposal Ser. of CA

2012	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/19/2012</u>	12/31/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>11/30/2012</u>	12/12/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>11/06/2012</u>	11/16/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>10/09/2012</u>	10/19/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>09/18/2012</u>	10/09/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>08/21/2012</u>	09/04/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>08/09/2012</u>	08/23/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>07/27/2012</u>	08/09/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>06/26/2012</u>	07/12/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>06/13/2012</u>	06/28/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>05/24/2012</u>	06/07/2012	LEA Periodic		No Violations or Areas of Concern reported
<u>05/07/2012</u>	05/23/2012	LEA Periodic		No Violations or Areas of Concern reported



**Facility/Site Inspection Listings: Bradley East Processing/Transfer Station
(19-AR-1237)**

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Mgt. Recycling & Disposal Ser. of CA

Land Owner: Waste Mgt. Recycling & Disposal Ser. of CA

2011	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/15/2011</u>	12/21/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>12/06/2011</u>	12/16/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>11/22/2011</u>	12/01/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>11/08/2011</u>	11/17/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>10/26/2011</u>	11/04/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>10/04/2011</u>	10/13/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>09/13/2011</u>	09/28/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>09/06/2011</u>	09/23/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>08/23/2011</u>	09/01/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>08/09/2011</u>	08/23/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>07/26/2011</u>	08/12/2011	LEA Periodic		No Violations or Areas of Concern reported
<u>06/14/2011</u>	07/01/2011	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Bradley East Processing/Transfer Station (19-AR-1237)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Mgt. Recycling & Disposal Ser. of CA

Land Owner: Waste Mgt. Recycling & Disposal Ser. of CA

2010	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/09/2010</u>	12/28/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>11/09/2010</u>	11/23/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>11/02/2010</u>	11/18/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>10/21/2010</u>	11/03/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>10/12/2010</u>	10/26/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>09/15/2010</u>	09/28/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>09/09/2010</u>	09/16/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>08/24/2010</u>	09/08/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>08/04/2010</u>	08/11/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>07/27/2010</u>	08/05/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>06/23/2010</u>	07/15/2010	CalRecycle Focused		No Violations or Areas of Concern reported
<u>06/23/2010</u>	07/01/2010	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Bradley East Processing/Transfer Station (19-AR-1237)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Mgt. Recycling & Disposal Ser. of CA

Land Owner: Waste Mgt. Recycling & Disposal Ser. of CA

2009

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/22/2009</u>	01/12/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>12/08/2009</u>	12/18/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>11/24/2009</u>	12/08/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>11/10/2009</u>	11/24/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>10/29/2009</u>	02/26/2010	LEA Periodic		No Violations or Areas of Concern reported
<u>09/30/2009</u>	10/02/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>09/17/2009</u>	09/24/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>08/26/2009</u>	09/09/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>08/13/2009</u>	09/03/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>07/22/2009</u>	08/18/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>07/08/2009</u>	08/05/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>06/18/2009</u>	07/28/2009	LEA Periodic		No Violations or Areas of Concern reported



Facility/Site Inspection Listings: Bradley East Processing/Transfer Station (19-AR-1237)

For this facility, please contact Local Enforcement Agency (LEA) below

CalRecycle Contact: Martin Perez

Phone Number: (916) 323-0834

[Search New Facility](#)

[Detail](#) [Inspection](#) [Enforcement](#) [Maps](#) [Documents](#)

County: Los Angeles

Enforcement Agent: City of Los Angeles

Operator/Business Owner: Waste Mgt. Recycling & Disposal Ser. of CA

Land Owner: Waste Mgt. Recycling & Disposal Ser. of CA

2008	<input type="button" value="Submit"/>
------	---------------------------------------

01 Large Volume Transfer/Proc Facility

Regulatory Status: Permitted Operational Status: Active Inspection Frequency: Monthly

Inspection Date	CalRecycle Received	Inspection Program	Regulation	Areas of Concern/Violations
<u>12/19/2008</u>	02/09/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>10/15/2008</u>	01/12/2009	LEA Periodic		No Violations or Areas of Concern reported
<u>09/17/2008</u>	12/18/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>08/15/2008</u>	09/11/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>07/11/2008</u>	08/14/2008	LEA Periodic		No Violations or Areas of Concern reported
<u>06/19/2008</u>	07/08/2008	LEA Periodic		No Violations or Areas of Concern reported

Inspections Data Dictionary

Last updated: Data updated continuously.

Last updated: Data updated continuously.
 Solid Waste Information System (SWIS), <http://www.CalRecycle.ca.gov/SWFacilities/Directory/>
 Cody Oquendo, Cody.Oquendo@CalRecycle.ca.gov (916) 341-6719

[Conditions of Use](#) | [Privacy Policy](#)

Transfer/Processing Facility Inspection Report (53)

Enforcement Agency:		City of Los Angeles	
SWIS Facility File Number (99-xx-9999)		Inspection Date	
19-AR-1237		4/9/2013	
<input checked="" type="checkbox"/> LEA Periodic	<input type="checkbox"/> CalRecycle Closed Sites	<input type="checkbox"/> CalRecycle Focused	
<input type="checkbox"/> LEA Focused	<input type="checkbox"/> CalRecycle Enforcement Agent	<input type="checkbox"/> CalRecycle Periodic	
Inspection Time	Time In	Time Out	
Facility Name		Received By	
Bradley East Processing/Transfer Station		Waste Mgt. Recycling & Disposal Ser. of CA	
Facility Location		Owner Name	
9227 Tujunga Avenue, Sun Valley (In Los Angeles) 91352			
Inspector		Also Present (Name)	
Martin Rosen			
THE ABOVE FACILITY WAS INSPECTED FOR COMPLIANCE WITH APPLICABLE SECTIONS OF DIVISION 30 OF PUBLIC RESOURCES CODE (PRC) AND TITLE 14 AND TITLE 27 CALIFORNIA CODE OF REGULATIONS (CCR)			
No Violations or Areas of Concern			

V	A	Permit Filing Requirements & Permits	Comments
		PRC 44002 - Operator Authorized by SWF Permit	
		PRC 44004 - Significant Change	
		PRC 44014(b) - Operator Complies with Terms & Conditions	
		PRC 44005 - Transfer of Owner or Operator	
V	A	Permit/EA Notification Requirement	Comments
		17403.4 - Registration Permit Required	
		17403.5 - Emergency T/P Op. - Notif	
		17403.6 - Registration Permit Required	
		17403.7 - Full SW Facility Permit	
		17403.8 - Facility Plan Req	
		17403.9 - Transfer/ Processing Reporting Requirements	
		21640 - Title 27 Full permit review	
		18221.6 - Transfer/ Processing Reporting Requirements	
V	A	Registration Requirements	Comments
		18104.7 - Registration permit Review	
		18221.5 - Facility Plan	
V	A	Siting And Design	Comments
		17406.1(a) - Siting on Landfills	
		17406.1(b) - Intermediate Cover (Foundation stable)	
		17406.1(c) - Int. Cover (operations/closure)	
		17406.2 - General Design Requirements	
		17419.1 - Visual Screening	
V	A	Operating Criteria	Comments
		17407.2 - Cleaning	
		17409.1 - Roads	

Comments:

An odor complaint was received by the LEA regarding this facility. The LEA did not smell any off site odors at the time of the inspection.