

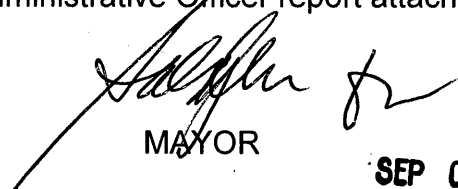
0220-00985-0026

TRANSMITTAL

TO The City Council	DATE AUG 29 2007	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

Fifth Amendment with Shaw Environmental Inc. for Quality Assurance/Quality Control Services for the Toyon Canyon Landfill Closure Project

Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR

SEP 07 2007

ENERGY & THE ENVIRONMENT

KLS:SMB:06080025t

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

To: The Mayor	Date: 08-13-07	C.D. No. All	CAO File No.: 0220-00985-0026
Contracting Department/Bureau: Bureau of Sanitation		Contact: Javier Polanco	
Reference: Transmittal from the Board of Public Works dated June 11, 2007; referred for report on June 20, 2007			
Purpose of Contract: Engineering Services for the Closure of the Toyon Canyon Landfill			
Type of Contract: () New contract (X) Amendment		Contract Term Dates: Two years (July 14, 2007 through July 14, 2009)	
Contract/Amendment Amount: \$ 0			
Proposed amount \$ 0 + Prior award(s) \$ 2,365,000 = Total \$ 2,365,000			
Source of funds: Landfill Closure and Postclosure Maintenance Fund			
Name of Contractor: Shaw Environmental Inc.			
Address: 1230 Columbia St., #1200, San Diego, CA 92101			
	Yes	No	N/A*
1. Council has approved the purpose	X		8. Contractor has complied with:
2. Appropriated funds are available	X		A. Equal Employmt. Oppty./Affirm. Action
3. Charter Section 1022 findings completed	X		B. Good Faith Effort Outreach**
4. Proposals have been requested	X		C. Equal Benefits Ordinance
5. Risk Management review completed	X		D. Contractor Responsibility Ordinance
6. Standard Provisions for City Contracts included	X		E. Slavery Disclosure Ordinance
7. Workforce that resides in the City: 10%			
*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 fifth Amendment to the Agreement with Shaw Environmental Inc. (Shaw) for continued Quality Assurance/Quality Control (QA/QC) services related to the closure of the Toyon Canyon Landfill (Toyon).

Background

The Toyon Canyon Landfill located in Griffith Park opened in 1957 and ceased accepting refuse in 1985 pursuant to a decision by the Mayor and Council to discontinue landfilling at City-owned sites. Formal closure is required to remain in compliance with State regulations and is expected to be completed by 2009.

The Bureau issued a Request for Proposals (RFP) in 1991 for a consultant to prepare the closure design plans. An Agreement was executed in October 1992 for a three-year term for the preparation of design plans at a total cost of \$1.1 million. The Agreement has since been amended four times due to scope changes and project delays outside the control of the Bureau. The first Amendment was executed in 1995, adding an additional two years and increasing the cost ceiling by \$325,000. During

		
SMB Analyst 06080025	Assistant CAO	City Administrative Officer

this time, the Bureau was planning to hire a contractor to perform the closure construction and needed the continued services of Shaw to perform QA/QC activities. In December 1995, Council actions related to the closure of Lopez Canyon Landfill included a directive to the Bureau to ensure that the closure would not result in any layoffs. The Bureau reassigned Lopez Canyon staff to perform the closure construction at Toyon instead of hiring a contractor. The project schedule was extended by 43 months to accommodate this decision to use City forces, thereby necessitating a second amendment with Shaw adding time and \$940,000 to the contract ceiling.

In March 1998, the Bureau submitted a request to the Regional Water Quality Control Board (RWQCB) to revise the closure plan to use an alternative engineered monolithic cover system instead of the state-prescribed clay cover. The Agreement was amended for a third time in April 2001 to increase the term of the contract by an additional three years through May 2004 due to a series of additional delays to the construction project. No additional funding was required because Shaw had not performed QA/QC work as construction had not commenced. The change was requested because the soil used for this system is more readily available and thus less expensive to procure than clay, the maintenance requirements are less than a clay cover, and construction of a monolithic cover is less difficult than a clay cover and thus quicker to construct. The RWQCB approved the revised workplan in January 2000. In the interim, the Toyon closure crew was assigned to other construction projects, including closure projects at the Gaffey Street Landfill, earthwork services for the East Valley Solid Resources Complex and the Algin-Sutton Park reconstruction, grading work for Bimini Park, and other services for the TreePeople.

The Agreement was amended for a fourth time in July 2004 to add an additional three years through July 2007, with no additional funds, to compensate for further delays in construction. Overall, construction was delayed from March 1998 through March 2004 and intermittently afterward due to problems obtaining soil and other materials. The Bureau reports that they have streamlined the procurement process with the General Services Department and have resolved these issues.

Scope of Work

Construction is now approximately fifty percent complete as crews are nearly complete with the second and longest phase of the project schedule. The Bureau reports the remaining four phases will be completed within two years. Shaw continues to provide all required soil testing and observation of geosynthetic installations, leachate collection systems, and storm drain systems as required pursuant to the approved QA/QC Plan.

Compensation and Term

The proposed fifth Amendment will be for two years, with no additional funds. The total term will be 199 months and the contract ceiling remains at \$2,365,000. Compensation is based on time and materials in accordance with the original Agreement, as revised by the second Amendment.

The Agreement includes a "Financial Liability Clause" which limits the City's liability to funding provided for this purpose as part of the annual budget. In the event that funds are not made available in a future year, the Agreement will be terminated.

The Landfill Closure and Postclosure Maintenance Fund is an eligible funding source for this purpose and has sufficient funds to cover the cost of the first year (\$194,138) of this proposed Amendment.

Sufficient funding for the second year is expected as this fund receives annual revenues of \$300,000 from the landfill gas to energy system.

Charter Section 1022 and Miscellaneous Contracting Provisions

The contractor has pledged to MBE/WBE/OBE participation levels of 19.53, 0.8 and 0.00 percent respectively in accordance with the City's Good Faith Effort requirements. The contractor is in compliance with all other applicable contracting policies and procedures, including the Living Wage Ordinance, the Contractor Responsibility Requirement, the Equal Benefits Ordinance, and the Slavery Disclosure Ordinance. In 1997, Council determined that it is more feasible to perform the services provided under this Agreement by an independent contractor than by City employees due to State regulations and waste industry prescribed methods (C.F. 01-0900). City Attorney review as to form is required.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor, authorize the Board of Public Works to execute an Amendment with Shaw Environmental, Inc. for an additional two years for Quality Assurance/Quality Control services related to the closure of the Toyon Canyon Landfill, subject to City Attorney approval as to form.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund as funding for this Amendment is available in the Landfill Closure and Postclosure Maintenance Fund. Total costs are limited to \$2,365,000. The first year cost of this Amendment is approximately \$194,000. Future year funding is subject to the approval of the annual budget by the Mayor and Council. The recommendation contained in this report is consistent with the City's Financial Policies in that ongoing special fund revenues are available and eligible to support this purpose and the continuation of the Agreement will be subject to funding on an annual basis as part of the regular budget process.

KLS:SMB:06080025

Attachment

CITY OF LOS ANGELES

CALIFORNIA

BOARD OF PUBLIC WORKS MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

DAVID SICKLER
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

VALERIE LYNNE SHAW
COMMISSIONER

2007 JUN 20 PM 1:50
CITY ADMINISTRATIVE



ANTONIO R. VILLARAIGOSA
MAYOR

OFFICE OF THE BOARD OF PUBLIC WORKS

200 NORTH SPRING ST. ROOM 355
CITY HALL
LOS ANGELES, CA 90012

JAMES A. GIBSON
EXECUTIVE OFFICER

GENERAL INFORMATION
Tel: 213-978-0261 Fax: 213-978-0278

June 11, 2007

#1 SAN/CON AD

Mayor Antonio R. Villaraigosa
Room 303, CH

Attn: June Lagmay

Subject: AUTHORITY TO EXECUTE AMENDMENT NO. 5 TO PERSONAL SERVICES
CONTRACT #C-85466 WITH SHAW ENVIRONMENTAL INC., FOR ENGINEERING
SERVICES FOR THE CLOSURE OF THE TOYON CANYON SANITARY LANDFILL

As recommended in the accompanying report of the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works requests approval and forwarding of this request to the City Council that the Board be authorized to execute Amendment No. 5 to Personal Services Contract (No. C-85466) with Shaw Environmental, Inc. for the closure of the Toyon Canyon Sanitary Landfill. This amendment is for a 24 month extension to July 14, 2009, (or earlier if closure work at the landfill is completed) for a total contract term of 199 months with no increase in the contract ceiling.

Closure construction at the landfill has been intermittently suspended due to causes beyond the Bureau's control. They have experienced delays in locating and procuring monolithic soil cover and additional delays in procurement of materials in general. Closure construction is currently over fifty percent complete. We anticipate full project completion by the end of 2008. During the time of these sporadic closures delays, the consultant did not perform the QA/QC services as required. Therefore, current contract ceiling is still sufficient to complete the scope of work. No additional funds will be required.

California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 2, Article 4, Section Nos. 20323 and 20234 requires the site owner to designate a Quality Assurance/Quality Control (QA/QC) Team for ensuring that the final cover will be constructed, tested, and monitored in accordance with the approved closure plans. As specified in the original contract and subsequent amendment, Shaw Environmental, Inc. was designated by the Bureau to perform the QA/QC tasks. Performance of QA/QC tasks by an independent party is generally the method selected by the solid waste

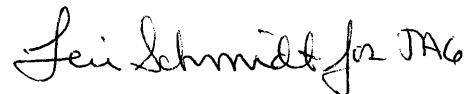
industry so that the owner would not control the decisions for accepting and rejecting work.

The Board recommends that the contract be amended for an additional term of 24 months to complete the QA/QC tasks associated with closure activities.

Fiscal Impact Statement:

There is no fiscal impact as sufficient funds will be available for this Amendment No. 5.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sei Schmitt for JAG".

James A. Gibson
Executive Officer
Board of Public Works

JAG/TS:cg

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 11, 2007

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
JUN 11 2007


Secretary

CD: 4

AUTHORITY TO EXECUTE AMENDMENT NO. 5 TO PERSONAL SERVICES
CONTRACT # C-85466 WITH SHAW ENVIRONMENTAL INC., FOR ENGINEERING
SERVICES FOR THE CLOSURE OF THE TOYON CANYON SANITARY LANDFILL

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board be authorized to execute Amendment No. 5 to Personal Services Contract (No. C-85466) with Shaw Environmental Inc. for the closure of the Toyon Canyon Sanitary Landfill. This amendment is for a 24 month extension to July 14, 2009, (or earlier if closure work at the landfill is completed) for a total contract term of 199 months with no increase in the contract ceiling.
2. Authorize the Director of the Bureau of Sanitation to extend the contract on a month to month basis until full council and Mayor's action are taken.
3. Upon Mayor's approval, the President or two members of the Board of Public Works will execute the amendment.
4. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section, at ext. 5-4232 for pick up and further processing.

FISCAL IMPACT STATEMENT

There is no Fiscal Impact as sufficient funds will be available for this Amendment No. 5.

TRANSMITTALS

1. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1, dated August 17, 1992, authorizing the Bureau of Sanitation to execute a Personal Services Contract with I.T. Corporation.
2. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1 dated September 22, 1995, for authority to execute Amendment No. 1 to Contract No. C-85466 with I. T. Corporation.
3. Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 2 dated July 2, 1997, for authority to execute Amendment No. 2 to Contract No. C-85466 with I.T. Corporation.

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4. Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1 dated April 25, 2001, for authority to execute Amendment No. 3 to Contract No. C-85466 with I.T. Corporation.
5. Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1 dated April 30, 2004, for authority to execute Amendment No. 4 to Contract No. C-85466 with Shaw Environmental Inc.
6. One copy of the Fifth Amendment to the contract with Shaw Environmental approved as to form by the City Attorney. Originals will be delivered to the Board Office when the Board Report Section (ext. 5-4232) is notified that the amendment is ready for execution.

DISCUSSION

Background

On July 10, 1991, your Board authorized the Director of the Bureau of Sanitation to release a Request for Proposal (RFP) for a consultant to prepare design plans for the closure of the Toyon Canyon Sanitary Landfill.

On February 7, 1992, your Board authorized the Director of the Bureau of Sanitation to negotiate a personal services contract with IT Corporation, the highest rated firm that submitted a proposal. On August 17, 1992, your Board approved and forwarded to the Mayor a request to execute a personal services contract with I.T. Corporation for Preparation of Design Plans for Toyon Canyon Sanitary Landfill (Transmittal No. 1). Contract No. C-85466 was executed on October 9, 1992 and was due to expire on October 9, 1995.

On September 22, 1995, (Transmittal No. 2), your Board approved and forwarded to the Mayor a request to execute Amendment No. 1 to Contract No. C-85466 in the amount of \$325,000, with an extension of 24 months. At the time Amendment No. 1 was prepared, the Bureau was planning to utilize the services of a construction contractor to perform the closure construction activities at Toyon Canyon Landfill. The original duration of closure construction was estimated to last a little over one year beginning May, 1996.

The Council's action of December 13, 1995 to cease refuse disposal at Lopez Canyon Landfill on July 1, 1996, also required that there would be no job loss as a result of this action. As such, the Bureau would use its limited work force to perform the majority of the Toyon Closure work. Specialized construction tasks would still be performed by construction contractors using the bidding process.

The decision to utilize the Bureau's work force to perform the closure construction has extended the project duration by forty-three (43) months.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
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In addition, by a letter dated March 5, 1997, the Bureau was directed by the Regional Water Quality Control Board (RWQCB) to prepare evaluation monitoring and corrective action programs to resolve possible groundwater contamination as a result of continuous release from the site. In order to comply with the RWQCB's direction, the assistance of the consultant was necessary. The Bureau staff did not have the requisite expertise or experience to perform the required tasks.

To reflect the new construction schedule and to comply with the RWQCB orders, on July 2, 1997, (Transmittal No. 3), your Board approved and forwarded to the Mayor and City Council a request to execute Amendment No. 2 to Contract No. C-85466 in the amount of \$940,000 with an additional term of 43 months.

Between the start of closure construction in June 1996 to March 1998, over 16 acres of the landfill had been closed using the state prescriptive cover system. The state prescriptive cover system consists of minimum of 1 foot of clay cover installed under 1 foot of vegetative layer.

In March 1998, we submitted a workplan to the RWQCB to revise our closure plan to reflect a monofill cover system. In November 1998, a monofill feasibility study was submitted to the RWQCB for approval. On January 10, 2000, the RWQCB conditionally approved our workplan to revise the cover system at the Toyon Canyon Landfill to a monofill system. While waiting for the review and approval process by the regulatory agencies, closure construction activities shifted to other construction projects. Some of these projects include the repair of the landfill leachate collection system and bench regrading for proper drainage. The monofill cover system will save the City of Los Angeles significant material and labor costs as compared to the prescriptive cover system.

In August 1999, the Toyon closure crew was assigned to complete the final closure of the Gaffey Street Landfill in preparation for the development of soccer facilities on top of the closed landfill. This high priority project requested by Council District 15 needed to be completed before the closure crews could return to the Toyon Canyon Landfill. The closure crew completed the Gaffey Street Landfill Closure in November 2000.

To recover the time spent by the closure crew at Gaffey Street Landfill, your Board approved and forwarded to the Mayor and City Council on April 25, 2001, a request to execute Amendment No. 3 to add additional 36 months to the contract term (Transmittal No. 4).

From November 2000 to January 2002, the Toyon Closure crew was assigned to perform the excavation and re-compaction earthwork for the East Valley Solid Resources Complex. From January 2002 thru 2004, the Toyon Crew provided earthwork services for the Algin-Sutton Park reconstruction, grading work for Bimini Park, and performed the rough grading, excavation for a large cistern, for the TreePeople.

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These additional projects taken on by Sanitation construction crew have benefited the community and the environment and resulted in a substantial cost saving.

On April 30, 2004, your board approved the assignment of this contract from IT Corporation to Shaw Environmental Inc. and also approved the execution of Amendment No. 4 to extend the contract duration for an additional 36 months.

Closure construction at the landfill has been intermittently suspended due to causes beyond the Bureau's control. We have experienced delays in locating and procuring monolithic soil cover and additional delays in procurement of materials in general. Closure construction is currently over fifty percent complete. We anticipate full project completion by the end of 2008. During the time of these sporadic closure delays, the consultant did not perform the QA/QC services as required. Therefore, current contract ceiling is still sufficient to complete the scope of work. No additional funds will be required.

California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 2, Article 4, Section Nos. 20323 and 20324 requires the site owner to designate a Quality Assurance/Quality Control (QA/QC) Team for ensuring that the final cover will be constructed, tested, and monitored in accordance with the approved closure plans. As specified in the original contract and subsequent amendment, Shaw Environmental Inc. was designated by the Bureau to perform the QA/QC tasks. Performance of QA/QC tasks by an independent party is generally the method selected by the solid waste industry so that the owner would not control the decisions for accepting and rejecting work.

The Bureau recommends that the contract be amended for an additional term of 24 months to complete the QA/QC tasks associated with closure activities.

Consultant Qualifications

Shaw Environmental Inc. has proven to be well qualified to provide closure design services for the Toyon Canyon Sanitary Landfill. They have completed more than 500 projects relating to all aspects of sanitary landfill planning, control operations and closure.

Contract Amendment Provisions/Term of Contract

Amendment No. 5 will extend the term of this contract for an additional 24 months (for a total of 16.5 years) but will not increase the cost ceiling. Payments will be made on a Task Directive Basis. The following table summarizes the funding of the original contract and each of the amendments. As of April 2007, \$1,907,325 has been expended of the \$2,365,000 ceiling. \$388,277 are estimated to be expended in Amendment No. 5.

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	Ceiling	Duration	Revised Contract Ceiling	Revised Contract Duration
Original Contract	\$1,100,000	36 months	N/A	N/A
Amendment No. 1	+ \$325,000	+24 months	\$1,425,000	60 months
Amendment No. 2	+ \$940,000	+43 months	\$2,365,000	103 months
Amendment No. 3	N/A	+36 months	N/A	139 months
Amendment No. 4	N/A	+36 months	N/A	175 months
Amendment No. 5	N/A	+24 months	N/A	199 months 16.5 years

MBE/WBE/OBE Subcontractor Outreach Program

The original contract was awarded with anticipated MBE/WBE participation levels of 24.20 and 6.30 percent, respectively. Due to a decrease in the scope of work with respect to the preparation of environmental documentation, the MBE/WBE pledged participation levels were modified to 24.20 percent and 1.00 percent, respectively under Amendment No.1.

Under Amendment No. 2, the consultant had pledged an MBE participation level of 24.32 and a WBE participation level of 2.02 percent. Under Amendment No. 3, the pledged participation levels were reduced to 18.97 percent MBE, 0.80 percent WBE, and 0 percent OBE. The reduction was a result of a change in scope to the monofill cover system, which has reduced both the need for QA/QC documentation as well as eliminating further need for the preparation of environmental documentation. Under Amendment No. 4, the pledged participation levels were increased 19.45 percent MBE, 0.80 percent WBE, 0 percent OBE.

With this amendment, the pledged participation levels will be 19.53 percent MBE, 0.80 percent WBE, and 0.00 percent OBE.

Gender/Ethnicity Codes:

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

As of April 2007, the MBE/WBE/OBE subconsultant participation for Shaw Environmental, Inc was as follows:

Subconsultants	Gender/ Ethnic	MBE/ WBE/ OBE	% of Contract Amount Invoiced	Subcontract Amount Invoiced
Bing Yen & Associates	M/APA	MBE	7.61%	\$145,219.00
Kean Tan Laboratories	M/APA	MBE	0.39%	7,433.61
Ninyo & Moore	M/HA	MBE	10.05%	191,686.12
Takata Associates	M/APA	MBE	4.31%	82,271.00

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Harris Company	F/C	WBE	0.99%	18,864.00
Total MBE Participation			22.37%	426,609.73
Total WBE Participation			0.99%	18,864.00
Total OBE Participation			0.00%	0.00
Total Invoiced Amount, as of April 2007				\$1,907,325.00

Revised contract pledged participation (including proposed Amendment No. 5).

Subconsultants	Gender/ Ethnic	MBE/ WBE/ OBE	% of Contract	Subcontract Amount
Bing Yen & Associates	M/APA	MBE	6.14%	\$145,219.00
Kean Tan Laboratories	M/APA	MBE	0.40%	9,452.00
Ninyo & Moore	M/HA	MBE	9.51%	225,000.00
Takata Associates	M/APA	MBE	3.48%	82,271.00
Harris Company	F/C	WBE	0.80%	18,864.00
Total MBE Participation			19.53%	461,942.00
Total WBE Participation			0.80%	18,864.00
Total OBE Participation			0.00%	0.00
Total Contract Amount				\$2,365,000.00

Contractor Responsibility Ordinance

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

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

Compliance with City Charter Section 1022

Performance of QA/QC tasks by an independent party is generally the method selected by the solid waste industry so that the owner would not control the decisions for accepting and rejecting work. Under the previous amendment, Personnel Department stated that Charter Section 1022 determination would not be required because amendment was for a prior contract for which no 1022 determination was made. Bureau of Sanitation is in the process of verifying if this determination would still be valid for this amendment.

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Other City Policies and Requirements

Shaw Environmental Inc. is in compliance with Nondiscrimination/Equal Employment Practices/Affirmative Action, Service Contract Worker/Living Wage Ordinance, City Business Licenses, Child Support and Obligation, and the Equal Benefits Ordinance, insurance. Attachments to these requirements are included in the contract documents.

Headquarter and Work Force Information

Shaw Environmental is headquartered in San Diego, California. Ten (10) percent of its Southern California employees reside within the City of Los Angeles.

It should be noted that Shaw Environmental, its owners and principals, are neither City employees nor City officials.

Project Administration

The Solid Resources Engineering and Construction Division (SRECD) of the Bureau of Sanitation will continue to administer the contract.

STATUS OF FINANCING

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.

Funds for the first year of this amendment, totaling \$194,138 are available in the Landfill Closure and Postclosure Maintenance Trust Fund, Fund No. 488, Department 50, Account A202 - Lopez Gas to Energy. Funds for the second year will be available through expected revenue from the landfill gas to energy system at the Lopez Canyon Landfill under Fund 488, Department 50, Account C202 - Lopez Gas to Energy. Each year, Sanitation receives an average of \$300,000 from Minnesota Methane LLC. Funds are deposited into Fund 488, Department 50, Lopez Gas to Energy Account. These funds are then used for closure and/or maintenance of City owned landfills, such as this project.

(SAF RPT EZ WFB)

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
JUNE 11, 2007

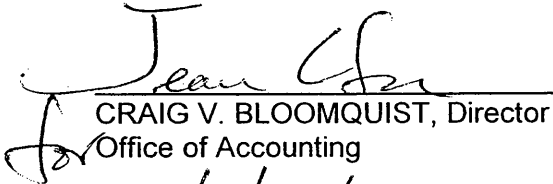
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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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

APPROVED AS TO FUNDS:


CRAIG V. BLOOMQUIST, Director
Office of Accounting

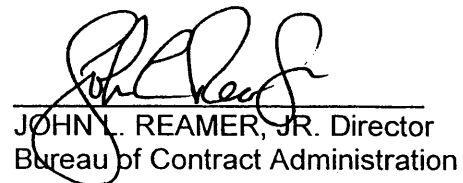
Date 6/4/07

Prepared by:
Kelly Gharios, SRPCD
(213) 485-3002

Respectfully submitted,



RITA L. ROBINSON, Director
Bureau of Sanitation


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

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
AUG 17 1992

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 17, 1992


Secretary

AUTHORITY TO EXECUTE A PERSONAL SERVICES CONTRACT WITH I.T. CORPORATION FOR
PREPARATION OF DESIGN PLANS FOR THE CLOSURE OF THE TOYON CANYON SANITARY LANDFILL

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board be authorized to execute this personal services contract with International Technology (I.T.) Corporation for preparation of design plans for the closure of the Toyon Canyon Sanitary Landfill.
2. Upon authorization from the Mayor, the President or two members of the Board of Public Works will execute the contract.
3. Return executed contracts to the Bureau of Sanitation for further processing (contact Board Report Section on extension 5-5746 for pickup).

TRANSMITTALS

1. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1, dated February 7, 1992 (Board Report to negotiate contract).
2. Two (2) copies of the proposed contract between the City of Los Angeles and I.T. Corporation. Originals will be delivered to the Board Office when the Board Report Section (extension 5-5746) is notified that the contract is ready for execution.

DISCUSSION

Toyon Canyon Landfill was actively operated by the City of Los Angeles from 1957 through 1985 for disposal of residential refuse, street sweepings and construction demolition materials. Since the Toyon Canyon Sanitary Landfill is inactive and will not be utilized for future refuse disposal, a final closure design is required to comply with the requirements of the California Regional Water Quality Control Board (CRWQCB) and the California Integrated Waste Management Board (CIWMB).

Previous Board Action

On July 10, 1991, your Board authorized the Director of the Bureau of Sanitation to release a Request for Proposal (RFP) for a consultant to prepare design plans for the closure of the Toyon Sanitary Landfill. Your Board also authorized the Director of the Bureau of Sanitation to convene a selection committee to evaluate and interview the consultants who submitted the most responsive proposals. The Bureau of Sanitation thereupon distributed the RFP to 111 consultants.

A pre-proposal meeting was held on August 14, 1991 at the Toyon Sanitary Landfill to answer any questions the proposers had regarding this RFP; forty-one firms sent representatives to this meeting. Twelve firms submitted a proposal response

TRANSMITTAL NO. 1

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 17, 1992

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by the September 26, 1991 due date. Seven of the twelve firms were shortlisted and called in for oral interviews on December 3-4, 1991. The interview panel consisted of:

- . J. Malcolm Toy, Principal Sanitary Engineer, Solid Waste Management Division, Bureau of Sanitation
- . John de la Rosa, Manager, Solid Waste Disposal Division, Bureau of Sanitation
- . Luther Derian, Senior Sanitary Engineer, Solid Waste Management Division, Bureau of Sanitation
- . Jeff Dobrowolski, Sanitary Engineer, Solid Waste Management Division, Bureau of Sanitation

The following evaluation criteria, each criterion equally weighed, were used for ranking the firms interviewed:

- . Technical Competence
- . Record of Past Performance
- . Approach to Work

Also considered by the panel under the above criteria was a clear understanding of the program objectives, adequacy of staffing, and fulfillment of City procurement policy requirements, i.e., South Africa Business Connections, Child Care Policy, Affirmative Action Plan, and the Minority, Women, and Other Business Enterprise Outreach Program. The MBE/WBE expected levels of participation of 18 and 4 percent, respectively, had been established for this project.

Out of the seven firms evaluated for Toyon, the following three firms were rated the highest by the interview panel in the order set forth below:

1. International Technology (IT) Corporation
2. Emcon
3. Bryan A. Stirrat & Associates

Contract negotiations were subsequently begun with the highest rated firm, I.T. Corporation, after your Board authorized the Director of the Bureau of Sanitation to do so on February 7, 1992.

In order to minimize the amount of transmittals to the Board office, previous transmittals of the Request For Proposal, responses to proposal, mailing list and selection evaluation criteria will not be enclosed with this board report. In compliance with Mayor's Executive Directive No. 16 and City Administrative Officer memo dated March 23, 1989, the above information will be provided to the City Administrative Officer to assist in their review of the proposed contract. This information was previously transmitted to your Board.

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 17, 1992

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Contract Negotiation

On February 7, 1992, in Transmittal No. 1, your Board authorized the Director of the Bureau of Sanitation to negotiate a personal services contract with I.T. Corporation, the highest rated firm, to provide design plans for the closure of the Toyon Sanitary Landfill. Your Board also authorized the Director of the Bureau of Sanitation to negotiate a contract with the second rated firm, or third rated firm if needed, if an agreement could not be reached with the highest ranked firms.

I.T. Corporation submitted a clear and comprehensive proposal for preparing design plans for the closure of the Toyon Sanitary Landfill, and has completed over 50 projects relating to all aspects of sanitary landfill design, control, remediation and closure in Southern California alone. Members of I.T.'s staff are knowledgeable about the history and site conditions of the Toyon Sanitary Landfill and their record of past performance with the City has been outstanding, with all projects completed ahead of schedule and well below contract budget limits.

Contract Tasks

The proposed contract between I.T. Corporation and the City would encompass seven tasks (set forth below) necessary to satisfy the regulatory requirements governing this project.

Tasks necessary to fulfill the Toyon Sanitary Landfill Complete Closure Design are:

1. Predesign Investigation
2. Closure Design
3. Landfill Gas Control System
4. Liquid Management Plan, Landscaping, and Irrigation
5. Closure Construction and Management
6. Public Outreach Program
7. Other Contract Work

The total contract cost ceiling will be \$1,100,000. The contract is expected to be completed within three years, including design and implementation.

Child Care Policy

Consultant has submitted a "Child Care Declaration Statement" stating that a child care policy has been adopted.

South Africa Business Connection

Consultant has submitted a Statement Regarding South Africa Business Connections and has been determined not to be South Africa connected.

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
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Information For The Mayor

Information required to be submitted to the Mayor, as requested by the Mayor's Executive Directive No. 16, was submitted with the original contract and remains on file in the Office of the City Administrative Officer.

Job Training Partnership Act (JTPA) Declaration

Consultant has submitted the JTPA Declaration of contractor in Compliance with City of Los Angeles Employment and Training Policy.

Compliance With Charter Section 126

The consultant will provide specialized engineering expertise, equipment and required services not available in the City, thus, meeting the requirement of Charter Section 126.

Affirmative Action Plan

Consultant has submitted an Affirmative Action Plan which meets the City's minimum requirements.

Business Tax Registration Certificate

Consultant has the necessary Certificate.

Insurance Requirements

Consultant has submitted proof of insurance which meets the requirements set by the CAO and has been approved by the City Attorney.

Compliance With Mayor's Executive Directive 1-C

International Technology (IT) Corporation submitted adequate Good Faith Effort documentation meeting 8 steps of the ten step Good Faith Effort criteria, and submitted participation levels of 24.2 percent MBE and 6.3 percent WBE.

The MBE/WBE subcontractors participating on this project are as follows:

Subcontractor	Type of Work	MBE/WBE	Ethnicity	Amount	%
Takata & Associates	Design Landscape & Irrigation	MBE	AP	\$107,800	9.80
Bing Yen & Associates	Evaluation of Landfill seismic stability	MBE	AP	96,800	8.80
Ninyo & Moore	Geotechnical Sampling	MBE	H	61,600	5.60
M. B. Gilbert	CEQA Documentation	WBE	C	58,300	5.30
Harris & Co.	Public Relations Support	WBE	C	11,000	1.00
MBE Participation Levels				266,200	24.20
WBE Participation Levels				69,300	6.30

M = Male
 F = Female
 B = Black
 H = Hispanic

AP = Asian Pacific
 AI = Asian Indian
 NA = Native American
 C = Caucasian

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BUREAU OF CONTRACT ADMINISTRATION
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The MBE firm of Takata Associates (M/AP) (9.8%) is experienced in designing landfill landscaping and irrigation systems along with site restorations and incorporating drought resistant, low maintenance plant species. Takata & Associates has previous experience with the City and is familiar with City policies and procedures. Bing Yen & Associates, (M/AP) (8.80%), specializes in evaluating landfill slope stability, landfill liner/cover test methods, and static and seismic stabilities of landfills. Ninyo & Moore (M/H) (5.60%) specializes in geotechnical sampling and testing and will assist IT Corporation in geotechnical sampling, testing and analysis. The firm of M. B. Gilbert Associates (F/C) (5.30%) is certified with the City and has extensive CEQA and public relations experience associated with sanitary landfills. Harris & Co. (F/C) (1.00%) is a City certified WBE and will provide public relations support for I.T. Harris & Co. has had extensive City experience, most notably with the Hyperion Treatment Plant and the Lopez Canyon Landfill.

The RFP is subject to the MBE/WBE/OBE requirements that were established prior to the adoption of the October 16, 1991 revised Good Faith Effort Evaluation Criteria.

Headquarter And Work Force Information

Per the City Council adopted policy, the address of the headquarters and percentages of work force residing in the City of Los Angeles for I.T. Corporation and its consultant team are as follows:

<u>FIRM</u>	<u>HEADQUARTER ADDRESS</u>	<u>REGIONAL OFFICE</u>	<u>%EMPLOYEES RESIDING IN L.A.</u>
I.T. Corporation	Irvine, CA	Wilmington, Cerritos, and Torrance	12%
Takata & Associates	South Pasadena, CA.	- -	29%
Bing Yen & Associates	Irvine, CA	- -	0%
Ninyo & Moore	Irvine, CA	- -	0%
M. B. Gilbert	Long Beach, CA	- -	0%
Harris & Company	Tucson, AZ.	- -	25%

Contract Administration

The Director of the Bureau of Sanitation will administer this proposed contract. It should be noted that I.T. Corporation, its owners and principals, are not City employees nor City officials.

STATUS OF FINANCING

The ceiling cost of the Toyon Complete Closure Design is \$1,100,000. Anticipated expenditures for FY 1992-93 amount to \$770,000, which is currently available as follows:

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
AUGUST 17, 1992

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<u>FY</u>	<u>FUND NO., DEPT., ACCOUNT NO. & NAME</u>	<u>AMOUNT</u>
1988-89	Fund 100, Dept. 54, A034, Toyon Canyon Sanitary Landfill	\$200,000
1990-91	Fund 100, Dept. 54, E305, Toyon Canyon Sanitary Landfill	170,000
1991-92	Fund 100, Dept. 54, F305, Toyon Canyon Sanitary Landfill	400,000
	Sub-Total	<u>\$770,000</u>

Funds available when appropriated by the City Council:
FY 1993-94. \$330,000

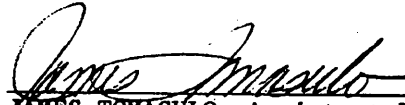
Total Funds Available \$1,100,000


(SF MMM BO JT)

Respectfully submitted,

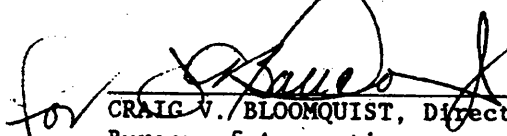

DELWIN A. BIAGI, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


JAMES TOMASULO, Assistant Director
Bureau of Contract Administration


C. BERNARD GILPIN, Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:


CRAIG V. BLOOMQUIST, Director
Bureau of Accounting

Date August 12, 1992

Prepared by:
Scott Dellinger, SWM
(213) 893-8545

081792JTC-1

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
SEPTEMBER 22 1995

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
SEP 27 1995


Secretary

CD: 4

AUTHORITY TO EXECUTE AMENDMENT NO.1 TO PERSONAL SERVICES CONTRACT NO. C-85466 WITH I.T. CORPORATION FOR PREPARATION OF DESIGN PLANS FOR THE CLOSURE OF THE TOYON CANYON SANITARY LANDFILL

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor with the request that the Board be authorized to execute Amendment No.1 to Personal Services Contract No.C-85466 with I.T.Corporation for preparation of design plans for the closure of the Toyon Canyon Sanitary Landfill at an additional cost not to exceed \$325,000. This amendment is for a 2-year extension to October 9, 1997, for a total contract term of five years.
2. Request approval from your Board to delete M.B. Gilbert as a certified WBE to personal services Contract No. C-85466 with I.T.Corporation for the preparation of design plans for the closure of the Toyon Canyon Sanitary Landfill.
3. Approve revision of the WBE participation levels of M.B. Gilbert from 5.3 percent to 0 percent and change the overall contract participation level to 1.0 percent for WBE.
4. Forward the contract to the City Council for Resolution authority to extend the contract beyond 3 years.
5. Upon Council approval, the President or two members of the Board of Public Works will execute the amendment.
6. Upon execution, contact the Bureau of Sanitation, Board Report Section, at ext. 5-5746 for pick up and further processing.

TRANSMITTALS

1. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1, dated August 17, 1992, authority to execute a personal services contract with I.T.Corporation.
2. Two copies of the First Amendment to the contract with I.T.Corporation signed by the Contractor and approved as to form by the City Attorney. Originals will be delivered to the Board Office when the Board Report Section (ext.5-5746) is notified that the amendment is ready for execution.

TRANSMITTAL NO. 2

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
SEPTEMBER 22, 1995

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DISCUSSION

On July 10, 1991, your Board authorized the Director of the Bureau of Sanitation to release a Request for Proposal (RFP) for a consultant to prepare design plans for the closure of the Toyon Canyon Sanitary Landfill. Your Board also authorized the Director of the Bureau of Sanitation to convene a selection committee to evaluate and interview the consultants who submitted the most responsible proposals.

On February 7, 1992, your Board authorized the Director of the Bureau of Sanitation to negotiate a personal services contract with I.T. Corporation, the highest rated firm, to provide design plans for the Toyon Canyon Sanitary Landfill. On August 17, 1992, your Board approved and forwarded to the Mayor a request to execute a personal services contract with I.T. Corporation for Preparation of Design Plans for Toyon Canyon Sanitary Landfill (Transmittal No. 1). Contract No. C-85466 was executed on October 9, 1992 and is due to expire on October 9, 1995.

In compliance with Mayor's Executive Directive No. 16 and City Administrative Officer memo dated March 23, 1989, the above information will be provided to the City Administrative Officer to assist in its review of the proposed contract. This information was previously transmitted to your Board.

The original contract between I.T. Corporation and the City encompassed seven (7) tasks necessary to satisfy the minimum regulatory requirements governing this project. The tasks necessary to fulfill the Complete Closure Design of the Toyon Canyon Sanitary Landfill consists of:

1. Predesign Investigation
2. Closure Design
3. Landfill Gas Control System
4. Liquid Management Plan, Landscaping and Irrigation
5. Closure Construction and Management
6. Public Outreach Program
7. Other Contract Work

Additional work was added to the original contract scope. The following summarizes the necessary additional work:

- As a result of our community outreach program, considerable input was received regarding the use of native species for the landscaping design. Additional resources were expended to modify the construction plans and specifications to accommodate the new landscaping and irrigation requirements.

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BUREAU OF CONTRACT ADMINISTRATION
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- Due to the operational and maintenance concerns and requirements of the on-site landfill gas recovery and cogeneration contractor, Pacific Energy, more extensive coordination meetings and modifications to plans and specifications were needed.
- During the evaluation of the adequacy of the liquid management plan it was determined that additional work on the desilting basins was required.
- More extensive geotechnical analysis was required to characterize the cover performance under seismic and long-term creep conditions.
- Contractor assistance was needed for landfill gas monitoring to maintain compliance with regulatory mandates during a period when landfill inspection positions became vacant and could not be filled because of a hiring freeze.
- Because the unique design of the landfill cover system, it became apparent that the construction of a full scale test pad to verify construction methods and manifestation of any potential constructibility was necessary. Geosynthetic clay liners (GCLs) have never been placed as a landfill cover on a 2H:1V slope. As the estimated total construction cost of this project may exceed ten million dollars, the construction of a test pad was justified. The test pad construction will be performed by a contractor who specializes in clay liner installation. We estimate the construction of the test pad not to exceed \$50,000.

Due to delays from regulatory review, construction has been rescheduled to start at the end of the rainy season (May '96) and is anticipated to last one (1) year. In order to accommodate any changes or unforeseen conditions that may extend the construction activities, a two (2) year extension of this personal services contract is necessary.

Consultant Qualifications

I.T. Corporation has proved to be well qualified to provide closure design services for the Toyon Canyon Sanitary Landfill. They have completed more than 500 projects relating to all aspects of sanitary landfill planning, control and operations.

Contract Amendment Provisions

Amendment No.1 will increase the contract cost ceiling and the time to complete design and construction management of all modifications and additions to the original contract. Amendment No.1 will increase the cost of this contract by \$325,000, to a new total of \$1,425,000 and extend the term of the contract for another two (2) years. Payments will be made on a time-and-materials basis.

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Original Contract Ceiling	Amendment No. 1 Ceiling Increase	New Contract Ceiling
\$1,100,000	\$325,000	\$1,425,000

Compliance with Mayor's Executive Directive 1-C

I.T. Corporation committed to MBE/WBE participation levels of 24.20% and 6.30%, respectively in their proposal. Currently, the actual MBE/WBE participation levels to date are 20.21% and 1.71%, respectively. During the predesign investigation, a substantial decrease in the scope of environmental documentation was realized as City staff and I.T. Corporation, were able to use a mitigated negative declaration. This type of environmental documentation does not require extensive environmental documentation under such the services of M.B. Gilbert, the WBE subconsultant slated for the EIR/EIS preparation was not required. Originally, M.B. Gilbert was scheduled to participate at 5.30 percent of the contract ceiling. As their services were not used, the level of participation was zero. The proposed modified MBE/WBE participation levels are 24.20% and 1.00%, respectively. The MBE/WBE participation, as modified, will be met or exceeded by the end of the contract.

I.T. Corporation is currently selecting a Test Pad Contractor and will not be able to make a decision for several weeks. In order not to delay the review of this Board Report, it is sent without a specific Test Pad Contractor. However, the Board Report will be updated and modified upon the selection of a Test Pad Contractor.

Amendment No.1 will change the MBE/OBE participation levels. Additional MBE and OBE participation will be required with the subcontractor firms of Takata & Associates, Bing Yen & Associates, and the Test Pad Contractor as shown in the following table:

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SUBCONTRACTOR	TYPE OF WORK	MBE/WBE /OBE	ETHNI-CITY	AMOUNT	% OF AMEND-MENT
Takata & Associates	Design Landscape & Irrigation	MBE	AP	\$75,195	23.14
Bing Yen & Associates	Evaluation of Landfill Seismic Stability	MBE	AP	\$65,000	20.00
Test Pad Contractor	Construction of Test Pad	OBE	?	\$50,000	15.38
MBE Participation				\$140,195	43.14
OBE Participation				\$50,000	15.38

B = Black AP = Asian Pacific NA = Native American
 H = Hispanic AI = Asian Indian C = Caucasian

Compliance With Other City Requirements

I.T. Corporation is current with their insurance requirements and also have the following documents on file:

- A. Affirmative Action
- B. Child Care Policy
- C. Job Training Partnership Act (JTPA) Declaration
- D. Business Tax Registration Certificate

Headquarter and Work Force Information

I.T. Corporation is headquartered in Irvine, California. Twelve (12) percent of its employees resides within the City of Los Angeles.

It should be noted that I.T. Corporation, its owners and principals, are not City employees nor City officials.

Project Administration

The Solid Resources Disposal and Engineering Division of the Bureau of Sanitation will continue to administer the contract.

STATUS OF FINANCING

Funds in the amount of \$325,000 has been budgeted in FY 94-95 Capital Improvement Expenditures Program (CIEP) Budget and will be available through lease financing.

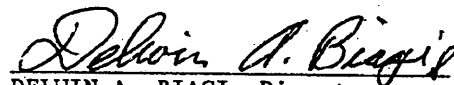
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
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SEPTEMBER 22, 1995

Page 6


There is no Fiscal Impact as sufficient funds will be available for this Amendment No. 1.

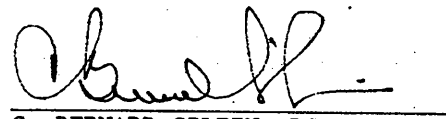
(SAF DBS JT)

Respectfully submitted,



DELWIN A. BIAGI, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


DAVID T. PETERSON, Program Manager
Office of Contract Compliance
Bureau of Contract Administration


C. BERNARD GILPIN, Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:


for CRAIG V. BLOOMQUIST, Director
Bureau of Accounting

Date September 12, 1995

Prepared by:
Warren Huang, SRDED
(213) 893-8208

J.P. Ellman
E. Stein

092295JTC-1

DEPARTMENT OF PUBLIC WORKS

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
JUL - 2 1997

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 2
JULY 2, 1997


Secretary

CD: 4

AUTHORITY TO EXECUTE AMENDMENT NO. 2 TO PERSONAL SERVICES CONTRACT NO. C-85466 WITH I.T. CORPORATION FOR ENGINEERING SERVICES FOR THE CLOSURE OF THE TOYON CANYON SANITARY LANDFILL

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board be authorized to execute Amendment No. 2 to Personal Services Contract No. C-85466 with I.T. Corporation for the closure of the Toyon Canyon Sanitary Landfill at a cost not to exceed \$940,000. This amendment is for a 43 month extension to May 9, 2001, for a total contract term of 103 months.
2. Upon Council approval, the President or two members of the Board of Public Works will execute the amendment.
3. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section, at ext. 5-5746 for pick up and further processing.

TRANSMITTALS

1. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1, dated August 17, 1992, authorizing the Bureau of Sanitation to execute a personal services contract with I.T. Corporation.
2. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1 dated September 22, 1995, for authority to execute amendment No. 1 to Contract No. C-85466 with I. T. Corporation.
3. Two (2) copies of the Second Amendment to the contract with I.T. Corporation approved as to form by the City Attorney. Originals will be delivered to the Board Office when the Board Report Section (ext. 5-5746) is notified that the amendment is ready for execution.
4. MBE/WBE Utilization Table

DISCUSSION

On July 10, 1991, your Board authorized the Director of the Bureau of Sanitation to release a Request for Proposal (RFP) for a consultant to prepare design plans for the closure of the Toyon Canyon Sanitary Landfill. Your Board also authorized the Director of the Bureau of Sanitation to convene a selection

TRANSMITTAL NO. 3

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 2
JULY 2, 1997

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committee to evaluate and interview the consultants who submitted the most responsible proposals.

On February 7, 1992, your Board authorized the Director of the Bureau of Sanitation to negotiate a personal services contract with IT Corporation, the highest rated firm, to provide design plans for the Toyon Canyon Sanitary Landfill. On August 17, 1992, your Board approved and forwarded to the Mayor a request to execute a personal services contract with I.T. Corporation for Preparation of Design Plans for Toyon Canyon Sanitary Landfill (Transmittal No.1). Contract No. C-85466 was executed on October 9, 1992 and was due to expire on October 9, 1995.

The original contract between I.T. Corporation and the City encompassed seven (7) tasks necessary to satisfy the minimum regulatory requirements governing this project. The tasks necessary to fulfill the Complete Closure Design of the Toyon Canyon Sanitary Landfill consist of:

1. Predesign Investigation
2. Closure Design
3. Landfill Gas Control System
4. Liquid Management Plan, Landscaping and Irrigation
5. Closure Construction and Management
6. Public Outreach Program
7. Other Contract Work

On September 22, 1995, (Transmittal No. 2), your Board approved and forwarded to the Mayor a request to execute Amendment No. 1 to Contract No. C-85466 in the amount of \$325,000 with an extension of 24 months. At the time Amendment No. 1 was prepared, the Bureau was planning to utilize the services of a construction contractor to perform the closure construction activities at Toyon Canyon Landfill. The original duration of closure construction was estimated to last a little over one year beginning May, 1996.

As a result of the Council's action of December 13, 1995 to close Lopez Canyon Landfill on July 1, 1996, and in compliance with the motion introduced by Councilman Richard Alarcon, and adopted December 13, 1995 which states in part that there would be no job loss as a result of Lopez Canyon Closure, the Bureau decided to utilize its work force to perform the majority of Toyon Closure work. Specialized construction tasks will still be performed by construction contractors though the bidding process.

Closure construction began in July, 1996 and is presently in progress with an anticipated completion date of May, 2001. The Bureau's decision to utilize its work force to perform the closure construction will extend the project duration by forty-three (43) months. This is due to staffing limitations, a condition

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
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JULY 2, 1997

Page 3

construction contractors are not restricted by. Utilization of the City work force will extend the project duration but it will reduce the overall construction cost.

California Code of Regulations, Title 14, Division 7, Chapter 3, Section 17774 requires the site owner to designate a Quality Assurance/Quality Control (QA/QC) Team for ensuring that the final cover will be constructed, tested, and monitored in accordance with the approved closure plans. As specified in the original contract and subsequent amendment, I. T. Corporation was designated by the Bureau to perform the QA/QC tasks. Performance of QA/QC tasks by an independent party is generally the method selected by the solid waste industry so that the decisions for accepting and rejecting work would not be controlled by the owner.

In addition, by a letter dated March 5, 1997, the Bureau was directed by the Regional Water Quality Control Board (RWQCB) to prepare evaluation monitoring and corrective action programs to resolve possible groundwater contamination as a result of continuous release from the site. In order to comply with the RWQCB's direction, the assistance of the consultant is necessary. The Bureau staff does not have the requisite expertise or experience to perform the required tasks.

In the original contract and subsequent Amendment No. 1, an amount of \$300,000 was estimated to cover the QA/QC tasks. This amount was based on a one (1) year construction contract. To cover QA/QC tasks for the additional forty-three (43) month extension, and to comply with the RWQCB's direction, the Bureau recommends that the I.T. contract be amended for an additional term of 43 months and an additional cost of \$940,000, including \$700,000 for QA/QC tasks and \$240,000 for groundwater evaluation monitoring and corrective action programs.

Consultant Qualifications

I.T. Corporation has proven to be well qualified to provide closure design services for the Toyon Canyon Sanitary Landfill. They have completed more than 500 projects relating to all aspects of sanitary landfill planning, control operations and closure.

Contract Amendment Provisions

Amendment No. 2 will increase the cost of this contract by \$940,000, to a new total of \$2,365,000 and extend the term of the contract for an additional 43 months. Payments will be made on a time-and-materials basis. The following table summarizes the funding of the original contract and each of the amendments.

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	Ceiling	Duration	Revised Contract Ceiling	Revised Contract Duration
Original Contract	\$1,100,000	36 months		
Amendment No. 1	\$ 325,000	24 months	\$1,425,000	60 months
Amendment No. 2	\$ 940,000	43 months	\$2,365,000	103 months

Compliance with Mayor's Executive Directive 1-C

The original contract was awarded with anticipated MBE/WBE participation levels of 24.20 and 6.30 percent, respectively. Due to a decrease in the scope of work with respect to the preparation of environmental documentation, the MBE and WBE levels of participation was modified to 24.20 percent and 1.00 percent under Amendment No.1. As of December 31, 1996, the MBE and WBE participation levels were 23.08 and 1.71 percent, respectively. With this amendment, the consultant has pledged an MBE participation level of 24.32 and a WBE participation level of 2.02 percent.

The MBE/WBE subcontractor information is as follows:

Gender/Ethnicity Codes: AA = African American HA = Hispanic
 AP = Asian Pacific AI = Asian Indian
 NA = Native American C = Caucasian
 M = Male F = Female

As of December 31, 1996, the MBE/WBE subconsultant participation is:

Certified Subconsultants	MBE/WBE	Gender/Ethnicity	Percentage (%) in Proposal	Value
Bing Yen & Associates	MBE	M/AP	13.13	\$145,219.00
Takata Associates	MBE	M/AP	7.39	\$81,787.83
Ninyo & Moore	MBE	M/HA	2.48	\$27,398.75
Kean Tan Laboratories	MBE	M/AP	0.07	\$828.00
Harris Company	WBE	F/C	1.71	\$18,864.00
Total MBE Participation			23.08	\$255,233.58
Total WBE Participation			1.71	\$18,864.00
TOTAL CONTRACT AMOUNT				\$1,106,100.00

BUREAU OF SANITATION
 BUREAU OF CONTRACT ADMINISTRATION
 JOINT BOARD REPORT NO. 2
 JULY 2, 1997

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With this amendment, the consultant had pledged a participation of:

Certified Subconsultants	MBE/ WBE	Gender/ Ethnicity	Percentage (%) in Proposal	Value
Bing Yen & Associates	MBE	M/AP	6.14	\$145,219.00
Takata Associates	MBE	M/AP	3.46	\$81,787.83
Ninyo & Moore	MBE	M/HA	14.51	\$343,139.75
Kean Tan Laboratories	MBE	M/AP	0.21	\$4,968.00
Harris Company	WBE	F/C	2.02	\$47,745.00
Total MBE Participation			24.32	\$575,114.58
Total WBE Participation			2.02	\$47,745.00
TOTAL CONTRACT AMOUNT				\$2,365,000.00

Compliance With Other City Requirements

I.T. Corporation is current with their insurance requirements and also have the following documents on file:

- A. Affirmative Action
- B. Child Care Policy
- C. Job Training Partnership Act (JTPA) Declaration
- D. Business Tax Registration Certificate

Headquarter and Work Force Information

I.T. Corporation is headquartered in Torrance, California. Ten (10) percent of its Southern California employees reside within the City of Los Angeles.

It should be noted that I.T. Corporation, its owners and principals, are not City employees nor City officials.

Project Administration

The Engineering and Construction Division of the Bureau of Sanitation will continue to administer the contract.

STATUS OF FINANCING

Funds in the amount of \$940,000 are available in the Micla Y Fund, Fund No. 268, Department 50, Account No. K002, Toyon Canyon Landfill Closure.

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JULY 2, 1997

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FISCAL IMPACT STATEMENT


There is no Fiscal Impact as sufficient funds will be available for this Amendment No. 2.


(SGH SAF DBS)

Respectfully submitted,

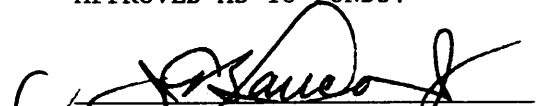

DREW SONES, Director
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


C. BERNARD GILPIN, Director
Bureau of Contract Administration


DAVID T. PETERSON, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

APPROVED AS TO FUNDS:


CRAIG V. BLOOMQUIST, Director
Bureau of Accounting

Date June 4, 1997

Prepared by:
Kelly Gharios, SRDED
(213) 893-8209

J.P. Ellman
E. Stein

070297JTC-2

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
APRIL 25, 2001

AND REFERRED TO THE MAYOR
APR 25 2001

James J. [Signature]
Secretary

CD: 4

AUTHORITY TO EXECUTE AMENDMENT NO. 3 TO PERSONAL SERVICES CONTRACT NO. C-85466 WITH I. T. CORPORATION FOR ENGINEERING SERVICES FOR THE CLOSURE OF THE TOYON CANYON SANITARY LANDFILL

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board be authorized to execute Amendment No. 3 to Personal Services Contract No. C-85466 with I.T. Corporation for the closure of the Toyon Canyon Sanitary Landfill. This amendment is for a 36 month extension to May 9, 2004, for a total contract term of 139 months with no increase in the contract ceiling.
2. Upon Council approval, the President or two members of the Board of Public Works will execute the amendment.
3. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section, at ext. 3-8038 for pick up and further processing.

FISCAL IMPACT STATEMENT

There is no Fiscal Impact in General Fund as sufficient funds will be available for this Amendment No. 3 in Fund 448, Dept. 50, Appropriation Acct. No. R203.

TRANSMITTALS

1. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1, dated August 17, 1992, authorizing the Bureau of Sanitation to execute a personal services contract with I.T. Corporation.
2. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1 dated September 22, 1995, for authority to execute amendment No. 1 to Contract No. C-85466 with I. T. Corporation.
3. Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 2 dated July 2, 1997, for authority to execute amendment No. 2 to Contract No. C-85466 with I.T. Corporation.
4. Two (2) copies of the Third Amendment to the contract with I.T. Corporation approved as to form by the City Attorney. Originals will be delivered to the Board Office when the Board Report Section (ext. 3-8036) is notified that the amendment is ready for execution.

TRANSMITTAL #4

BUREAU OF SANITATION
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APRIL 25, 2001

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DISCUSSION

On July 10, 1991, your Board authorized the Director of the Bureau of Sanitation to release a Request for Proposal (RFP) for a consultant to prepare design plans for the closure of the Toyon Canyon Sanitary Landfill. Your Board also authorized the Director of the Bureau of Sanitation to convene a selection committee to evaluate and interview the consultants who submitted the most responsible proposals.

On February 7, 1992, your Board authorized the Director of the Bureau of Sanitation to negotiate a personal services contract with IT Corporation, the highest rated firm, to provide design plans for the Toyon Canyon Sanitary Landfill. On August 17, 1992, your Board approved and forwarded to the Mayor a request to execute a personal services contract with I.T. Corporation for Preparation of Design Plans for Toyon Canyon Sanitary Landfill (Transmittal No.1). Contract No. C-85466 was executed on October 9, 1992 and was due to expire on October 9, 1995.

The original contract between I.T. Corporation and the City encompassed seven (7) tasks necessary to satisfy the minimum regulatory requirements governing this project. The tasks necessary to fulfill the Complete Closure Design of the Toyon Canyon Sanitary Landfill consist of:

1. Predesign Investigation
2. Closure Design
3. Landfill Gas Control System
4. Liquid Management Plan, Landscaping and Irrigation
5. Closure Construction and Management
6. Public Outreach Program
7. Other Contract Work

On September 22, 1995, (Transmittal No. 2), your Board approved and forwarded to the Mayor a request to execute Amendment No. 1 to Contract No. C-85466 in the amount of \$325,000, with an extension of 24 months. At the time Amendment No. 1 was prepared, the Bureau was planning to utilize the services of a construction contractor to perform the closure construction activities at Toyon Canyon Landfill. The original duration of closure construction was estimated to last a little over one year beginning May, 1996.

As a result of the Council's action of December 13, 1995 to close Lopez Canyon Landfill on July 1, 1996, and in compliance with the motion introduced Councilman Richard Alarcon, and adopted December 13, 1995 which states in part that there would be no job loss as a result of Lopez Canyon Closure, the Bureau utilized its work force to perform the majority of the Toyon Closure work. Specialized construction tasks would still be performed by construction contractors using the bidding process.

Closure construction began in July, 1996 and was anticipated to be completed around May 2001. The Bureau's decision to utilize its work force to perform the closure construction has extended the project duration by forty-three (43)

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months. This was due to staffing limitations, a condition construction contractors are not restricted by.

California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 2, Article 4, Section Nos. 20323 and 20234 requires the site owner to designate a Quality Assurance/Quality Control (QA/QC) Team for ensuring that the final cover will be constructed, tested, and monitored in accordance with the approved closure plans. As specified in the original contract and subsequent amendment, I. T. Corporation was designated by the Bureau to perform the QA/QC tasks. Performance of QA/QC tasks by an independent party is generally the method selected by the solid waste industry so that the decisions for accepting and rejecting work would not be controlled by the owner.

In addition, by a letter dated March 5, 1997, the Bureau was directed by the Regional Water Quality Control Board (RWQCB) to prepare evaluation monitoring and corrective action programs to resolve possible groundwater contamination as a result of continuous release from the site. In order to comply with the RWQCB's direction, the assistance of the consultant was necessary. The Bureau staff does not have the requisite expertise or experience to perform the required tasks.

To reflect the new construction schedule and to comply with the state regulations and the RWQCB orders, on July 2, 1997, (Transmittal No. 3), your Board approved and forwarded to the Mayor a request to execute Amendment No. 2 to Contract No. C-85466 in the amount of \$940,000 with an additional term of 43 months, including \$700,000 for QA/QC tasks and \$240,000 for groundwater evaluation monitoring and corrective action programs. Amendment No. 2 extended the contract completion date to May 19, 2001.

The groundwater evaluation monitoring and corrective action programs are almost complete. The evaluation indicated that the existing cutoff wall, which was constructed at the bottom of the canyon in 1987, needed to be extended in order to fully capture all the leachate generated at the landfill. Currently, the extension of the cutoff wall is in progress.

Between the start of closure construction in June 1996 to March 1998, over 16 acres of the landfill had been closed using the state prescriptive cover system. The state prescriptive cover system consists of minimum of 1 foot of clay cover below 1 foot of vegetative layer.

In March 1998, we submitted a workplan to the RWQCB to revise our closure plan to reflect a monofill cover system. In November 1998, a monofill feasibility study was submitted to the RWQCB for approval. On January 10, 2000, the RWQCB conditionally approved our workplan to revise the cover system at the Toyon Canyon Landfill to a monofill system.

The proposed monofill cover system would save the City of Los Angeles several million dollars of material and labor costs as compared to the prescriptive

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cover system. While waiting for the review and approval process by the regulatory agencies, closure construction activities shifted to other construction projects. Some of these projects include the repair of the landfill leachate collection system and bench regrading for proper drainage.

Also, in August 1999, the closure crew started the final closure of the Gaffey Street Landfill in preparation for the Field of Dreams project. This high priority project requested by Council District 15 had to be completed before the closure crews could return to the Toyon Canyon Landfill. The closure crew completed the Gaffey Street Landfill Closure in November 2000.

During these delays, the consultant had not performed any QA/QC work. Therefore, no additional funds are needed to complete their scope of work. However, additional contract term would be needed to coincide with the continuation of closure at the Toyon Canyon Landfill. It is estimated that the final closure approval of the Toyon Canyon Landfill will be around May 2004.

The Bureau recommends that the I.T. contract be amended for an additional term of 36 months only to complete the QA/QC tasks associated with closure activities.

Consultant Qualifications

I.T. Corporation has proven to be well qualified to provide closure design services for the Toyon Canyon Sanitary Landfill. They have completed more than 500 projects relating to all aspects of sanitary landfill planning, control operations and closure.

Contract Amendment Provisions

Amendment No. 3 will extend the term of this contract for an additional 36 months but will not increase the cost of this contract. Payments will be made on a time-and-materials basis. The following table summarizes the funding of the original contract and each of the amendments.

	Ceiling	Duration	Revised Contract Ceiling	Revised Contract Duration
Original Contract	\$1,100,000	36 months	N/A	N/A
Amendment No. 1	\$ 325,000	24 months	\$1,425,000	60 months
Amendment No. 2	\$ 940,000	43 months	\$2,365,000	103 months
Amendment No. 3	N/A	36 months	N/A	139 months

Compliance with Mayor's Executive Directive 1-C

The original contract was awarded with pledged participation levels of 24.20 percent MBE and 6.30 percent WBE. Due a decrease in the scope of work with respect to the preparation of the environmental documentation, the WBE pledged participation level was reduced to 1.0 percent in Amendment No. 1 and Amendment No. 2 resulted in pledged participation levels of 24.32 percent MBE and 2.02 percent WBE. Based on information provided by the Bureau of Sanitation, as of August 23, 1999, the actual, achieved participation levels reported for the

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consultant are 24.44 percent MBE, 1.27 percent WBE and 0 percent OBE.

With this amendment, the pledged participation levels will be reduced to 18.97 percent MBE, 0.80 percent WBE and 0 percent OBE. The reduction is a result of the scope change to a monofill cover system which has reduced both the need for QA/QC documentation as well as the eliminating further need for the preparation of environmental documentation.

Gender/Ethnicity Codes:

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

Base on information provided by the Bureau of Sanitation, the subconsultant participation is:

Subconsultants	Gender/ Ethnic.	MBE/WBE /OBE	% of Contract	Value
Bing Yen & Associates	M/APA	MBE	9.06%	\$133,872.68
Takata Associates	M/APA	MBE	5.46%	\$80,686.07
Ninyo & Moore	M/HA	MBE	9.42%	\$139,118.68
Kean Tan Laboratories	M/APA	MBE	0.50%	\$7,446.25
Harris & Co.	F/C	WBE	1.27%	\$18,815.11
Total MBE Participation			24.44%	\$361,123.68
Total WBE Participation			1.27%	\$18,815.11
Total OBE Participation			0.00%	\$0.00
Total Contract Amount Invoiced as of 08/23/99				\$1,477,422.28

With this amendment, the pledged subconsultant participation is as follows:

Subconsultants	Gender/ Ethnic.	MBE/WBE /OBE	% of Contract	Value
Bing Yen & Associates	M/APA	MBE	5.66%	\$133,872.68
Takata Associates	M/APA	MBE	3.41%	\$80,686.07
Ninyo & Moore	M/HA	MBE	9.49%	\$224,554.48
Kean Tan Laboratories	M/APA	MBE	0.40%	\$9,502.45
Harris & Co.	F/C	WBE	0.80%	\$18,815.11
Total MBE Participation			18.97%	\$448,615.67
Total WBE Participation			0.80%	\$18,815.11
Total OBE Participation			0.00%	\$0.00
Total Contract Ceiling Amount				\$2,365,000.00

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Compliance With Other City Requirements

I.T. Corporation is current with their insurance requirements and also have the following documents on file:

- A. Affirmative Action
- B. Child Care Policy
- C. Business Tax Registration Certificate
- D. Living Wage Ordinance
- E. Child Support Obligation Ordinance
- F. Equal Benefits Ordinance

In accordance with Article 13 of the City of Los Angeles Administrative Code, the appropriate City Employees responsible for the administration of this service contract will submit Contractor Performance Evaluation Reports to the Office of Administrative and Research Services (OARS) upon completion of this contract.

Headquarter and Work Force Information

I.T. Corporation is headquartered in Torrance, California. Ten (10) percent of its Southern California employees reside within the City of Los Angeles.

It should be noted that I.T. Corporation, its owners and principals, are not City employees nor City officials.

Project Administration

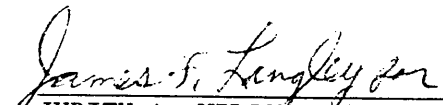
The Solid Resources Engineering and Construction Division (SRECD) of the Bureau of Sanitation will continue to administer the contract.

STATUS OF FINANCING

Funds for the first year of this amendment, totaling \$200,000 are available in the Landfill Closure and Postclosure Maintenance Trust Fund, Fund No. 488, Department 50, Account No. R203, "Other Landfill Projects." Future years funds will be available through expected revenue from the landfill gas to energy system at the Lopez Canyon Landfill. Each year, Sanitation receives an average of \$250,000 from NEO Corporation. Funds are deposited into Fund 488, Department 50, Account No. R203, "Other Landfill Projects." These funds are then used for closure and/or maintenance work at City-owned landfills, such as this project.

(MS SAF DBS RJB)

Respectfully submitted,



JUDITH A. WILSON, Director
Bureau of Sanitation

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COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:

Hannah Choi
HANNAH CHOI, Program Manager
Office of Contract Compliance

Stanley J. Sysak
STANLEY J. SYSAK, P.E., Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:

Craig V. Bloomquist
for CRAIG V. BLOOMQUIST, Director
Bureau of Accounting

Date April 20, 2001

Prepared by:
Warren Huang, SRECD
(213) 473-7863

042501JTC-1

DEPARTMENT OF PUBLIC WORKS

ADOPTED BY THE BOARD OF
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
APR 30 2004

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
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Secretary

CD: 4

ASSIGNMENT OF CONTRACT NO. C-85466 FROM I.T. CORPORATION TO SHAW ENVIRONMENTAL INC., AND AUTHORITY TO EXECUTE AMENDMENT NO. 4 TO PERSONAL SERVICES CONTRACT NO. C-85466 WITH SHAW ENVIRONMENTAL INC., FOR ENGINEERING SERVICES FOR THE CLOSURE OF THE TOYON CANYON SANITARY LANDFILL

RECOMMENDATIONS

1. Approve the assignment of Contract No. C-85466 for engineering services for the closure of Toyon Canyon Landfill from I.T. Corporation to Shaw Environmental Inc.
2. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board be authorized to execute Amendment No. 4 to Personal Services Contract No. C-85466 with Shaw Environmental Inc. for the closure of the Toyon Canyon Sanitary Landfill. This amendment is for a 36 month extension to May 19, 2007, for a total contract term of 187 months with no increase in the contract ceiling.
3. Upon the appropriate authorization of the Mayor and the Council, the President or two members of the Board of Public Works will execute the amendment.
4. Upon execution, contact the Bureau of Sanitation (Bureau), Board Report Section, at ext. 3-8038 for pick up and further processing.

FISCAL IMPACT STATEMENT

There is no Fiscal Impact as sufficient funds will be available for this Amendment No. 4.

TRANSMITTALS

1. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1, dated August 17, 1992, authorizing the Bureau of Sanitation to execute a personal services contract with I.T. Corporation.
2. Bureau of Sanitation and Bureau of Contract Administration Joint Report No. 1 dated September 22, 1995, for authority to execute amendment No. 1 to Contract No. C-85466 with I. T. Corporation.

TRANSMITTAL #5

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3. Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 2 dated July 2, 1997, for authority to execute amendment No. 2 to Contract No. C-85466 with I.T. Corporation.
4. Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 3 dated April 25, 2001, for authority to execute amendment No. 3 to Contract No. C-85466 with I.T. Corporation.
5. Letter from Shaw Environmental, Inc. dated August 28, 2002 advising the Bureau that Shaw Environmental Inc. acquired I.T. Corporation.
6. One copy of the Fourth Amendment to the contract with Shaw Environmental approved as to form by the City Attorney. Originals will be delivered to the Board Office when the Board Report Section (ext. 3-8038) is notified that the amendment is ready for execution.

DISCUSSION

Background

On July 10, 1991, your Board authorized the Director of the Bureau of Sanitation to release a Request for Proposal (RFP) for a consultant to prepare design plans for the closure of the Toyon Canyon Sanitary Landfill.

On February 7, 1992, your Board authorized the Director of the Bureau of Sanitation to negotiate a personal services contract with IT Corporation, the highest rated firm that submitted a proposal. On August 17, 1992, your Board approved and forwarded to the Mayor a request to execute a personal services contract with I.T. Corporation for Preparation of Design Plans for Toyon Canyon Sanitary Landfill (Transmittal No.1). Contract No. C-85466 was executed on October 9, 1992 and was due to expire on October 9, 1995.

On September 22, 1995, (Transmittal No.2), your Board approved and forwarded to the Mayor a request to execute Amendment No. 1 to Contract No. C-85466 in the amount of \$325,000, with an extension of 24 months. At the time Amendment No. 1 was prepared, the Bureau was planning to utilize the services of a construction contractor to perform the closure construction activities at Toyon Canyon Landfill. The original duration of closure construction was estimated to last a little over one year beginning May 1996.

The Council's action of December 13, 1995 to cease refuse disposal at Lopez Canyon Landfill on July 1, 1996, also required that there

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would be no job loss as a result of this action. As such, the Bureau would use its limited work force to perform the majority of the Toyon Closure work. Specialized construction tasks would still be performed by construction contractors using the bidding process.

The decision to utilize the Bureau's work force to perform the closure construction has extended the project duration by forty-three (43) months.

In addition, by a letter dated March 5, 1997, the Bureau was directed by the Regional Water Quality Control Board (RWQCB) to prepare evaluation monitoring and corrective action programs to resolve possible groundwater contamination as a result of continuous release from the site. In order to comply with the RWQCB's direction, the assistance of the consultant was necessary. The Bureau staff did not have the requisite expertise or experience to perform the required tasks.

To reflect the new construction schedule and to comply with the RWQCB orders, on July 2, 1997, (Transmittal No.3), your Board approved and forwarded to the Mayor and City Council a request to execute Amendment No. 2 to Contract No. C-85466 in the amount of \$940,000 with an additional term of 43 months.

Between the start of closure construction in June 1996 to March 1998, over 16 acres of the landfill had been closed using the state prescriptive cover system. The state prescriptive cover system consists of minimum of 1 foot of clay cover installed under 1 foot of vegetative layer.

In March 1998, we submitted a workplan to the RWQCB to revise our closure plan to reflect a monofill cover system. In November 1998, a monofill feasibility study was submitted to the RWQCB for approval. On January 10, 2000, the RWQCB conditionally approved our workplan to revise the cover system at the Toyon Canyon Landfill to a monofill system. While waiting for the review and approval process by the regulatory agencies, closure construction activities shifted to other construction projects. Some of these projects include the repair of the landfill leachate collection system and bench regrading for proper drainage. The monofill cover system will save the City of Los Angeles significant material and labor costs as compared to the prescriptive cover system.

In August 1999, the Toyon closure crew was assigned to complete the final closure of the Gaffey Street Landfill in preparation for the development of soccer facilities on top of the closed landfill. This high priority project requested by Council District 15 needed to be completed before the closure crews could return to the Toyon

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Canyon Landfill. The closure crew completed the Gaffey Street Landfill Closure in November 2000.

To recover the time spent by the closure crew at Gaffey Street Landfill, your Board approved and forwarded to the Mayor and City Council on April 25, 2001, a request to execute Amendment No. 3 to add additional 36 months to the contract term (Transmittal No.4).

From November 2000 to January 2002, the Toyon Closure crew was assigned to perform the excavation and re-compaction earthwork for the East Valley Solid Resources Complex. From January 2002 thru 2004, the Toyon Crew provided earthwork services for the Algin-Sutton Park reconstruction, grading work for Bimini Park, and performed the rough grading, excavation for a large cistern, for the TreePeople.

These additional projects taken on by Sanitation construction crew have benefited the community and the environment and resulted in a substantial cost saving.

Proposed Amendment No. 4

In May 2002, BOS was made aware of a merger between IT corporation and the Shaw Environmental Inc. On August 28, 2002, Shaw Environmental Inc. notified the Bureau that IT Corporation officially became a part of the Shaw Environmental Inc. (Transmittal No. 5).

The consultant had not performed any QA/QC work during this time of inactivity at the Toyon Canyon Landfill. Therefore, no additional funds are needed to complete their scope of work. However, additional contract term would be needed to coincide with the continuation of closure at the Toyon Canyon Landfill. It is now estimated that the final closure of the Toyon Canyon Landfill will be completed around May 2006. The current contract term expires on May 19, 2004. The proposed amendment will extend to May 19, 2007.

Regions of the top deck of the landfill have been reserved for the construction of a sports field complex. A precondition to construction of the complex is the completion of closure construction at the landfill. Residents of Council District 4 are eagerly anticipating the post-closure use of Toyon Canyon Landfill as a recreational facility for the City's youth. Approval of this amendment will accommodate the site reclamation work necessary to proceed with the development of the sports field complex within 25 months.

California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 2, Article 4, Section Nos. 20323 and 20234 requires the site owner to designate a Quality Assurance/Quality

Control (QA/QC) Team for ensuring that the final cover will be constructed, tested, and monitored in accordance with the approved closure plans. As specified in the original contract and subsequent amendment, I. T. Corporation was designated by the Bureau to perform the QA/QC tasks. Performance of QA/QC tasks by an independent party is generally the method selected by the solid waste industry so that the owner would not control the decisions for accepting and rejecting work.

The Bureau recommends that the contract be amended for an additional term of 24 months to complete the QA/QC tasks associated with closure activities.

Consultant Qualifications

Shaw Environmental Inc. has proven to be well qualified to provide closure design services for the Toyon Canyon Sanitary Landfill. They have completed more than 500 projects relating to all aspects of sanitary landfill planning, control operations and closure.

Contract Amendment Provisions

Amendment No.4 will extend the term of this contract for an additional 24 months but will not increase the cost ceiling. Payments will be made on a time-and-materials basis. The following table summarizes the funding of the original contract and each of the amendments.

	Ceiling	Duration	Revised Contract Ceiling	Revised Contract Duration
Original Contract	\$1,100,000	36 months	N/A	N/A
Amendment No. 1	\$325,000	24 months	\$1,425,000	60 months
Amendment No. 2	\$940,000	43 months	\$2,365,000	103 months
Amendment No. 3	N/A	36 months	N/A	139 months
Amendment NO. 4	N/A	36 months	N/A	187 months

MBE/WBE/OBE Subcontractor Outreach Program

The City had established an MBE/WBE/OBE Subcontractor Outreach Program for this contract with anticipated MBE and WBE participation levels of 18 percent and 4 percent, respectively. The participation level that I.T. Corporation originally pledged was 24.20 percent MBE and 6.30 percent WBE. Due to a decrease in the scope of work with respect to the preparation of environmental documentation, the MBE and WBE levels of participation was modified to 24.20 percent MBE and 1.00 percent WBE under Amendment No.1. Under Amendment No. 2 the pledged participation levels were 24.32 percent MBE and 2.02 percent WBE. Furthermore, participation levels were reduced in

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Amendment No. 3 to 8.97 percent MBE, 0.80 percent WBE and 0.00 percent OBE due to scope change to a monofill cover system which reduced the need for QA/QC documentation and eliminated further need for preparation of environmental documentation.

With this amendment, the pledged participation levels will be 19.45 percent MBE, 0.80 WBE, and 0.00 OBE.

Gender/Ethnicity Codes: AA = African American
 HA = Hispanic American APA = Asian Pacific American
 NA = Native American SAA = Subcontinent Asian American
 C = Caucasian M = Male F = Female

As of January 2004, the MBE/WBE/OBE subconsultant participation for Shaw Corp, Inc. is:

Listed Subconsultants	Gender / Ethnic	MBE/WBE/OBE	(%) of Proposal	Contract Amount
Bing Yen & Associates	M/APA	MBE	8.59%	\$145,219.00
Takata Associates	M/APA	MBE	4.77%	\$80,686.78
Ninyo & Moore	M/HA	MBE	7.58%	\$128,258.13
Kean Tan Laboratories	M/APA	MBE	0.44%	\$7,433.61
Harris Company	F/C	WBE	1.12%	\$18,864.00
Total MBE Participation			21.38%	\$358,597.52
Total WBE Participation			1.12%	\$18,864.00
Total OBE Participation			0.00%	\$0.00
TOTAL CONTRACT				\$1,691,257.00

Pledged a participation including Amendment 4:

Listed Subconsultants	Gender / Ethnic	MBE/WBE/OBE	(%) of Proposal	Contract Amount
Bing Yen & Associates	M/APA	MBE	6.14%	\$145,219.00
Takata Associates	M/APA	MBE	3.41%	\$80,686.78
Ninyo & Moore	M/HA	MBE	9.49%	\$224,554.48
Kean Tan Laboratories	M/APA	MBE	0.40%	\$9,502.43
Harris Company	F/C	WBE	0.80%	\$18,864.00
Total MBE Participation			19.45%	\$459,962.71
Total WBE Participation			0.80%	\$18,864.00
Total OBE Participation			0.00%	\$0.00
TOTAL CONTRACT				\$2,365,000.00

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los

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

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

Compliance with City Charter Section 1022

BOS does not have expertise in the management and operation of landfill closure related activities. Furthermore, performance of QA/QC tasks by an independent party is generally the method selected by the solid waste industry so that the owner would not control the decisions for accepting and rejecting work.

Other City Policies and Requirements

Shaw Environmental Inc. is in compliance with Nondiscrimination/Equal Employment Practices/Affirmative Action, Service Contract Worker/Living Wage Ordinance, Child Care, City Business Licenses, Child Support and Obligation, and the Equal Benefits Ordinance, insurance. Attachments to these requirements are included in the contract documents.

Headquarter and Work Force Information

Shaw Environmental is headquartered in San Diego, California. Ten (10) percent of its Southern California employees reside within the City of Los Angeles.

It should be noted that Shaw Environmental, its owners and principals, are not City employees nor City officials.

Project Administration

The Solid Resources Engineering and Construction Division (SRECD) of the Bureau of Sanitation will continue to administer the contract.

STATUS OF FINANCING

Funds for the first year of this amendment, totaling \$200,000 are available in the Landfill Closure and Postclosure Maintenance Trust Fund, Fund No. 488, Department 50, Account No. V203, "Other Landfill Projects." Funds for the second year will be available through expected revenue from the landfill gas to energy system at the Lopez Canyon Landfill. Each year, Sanitation receives an average of

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
APRIL 30, 2004

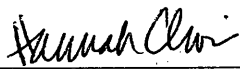
Page 8

\$250,000 from Minnesota Methane LLC. Funds are deposited into Fund 488, Department 50, Account No. V203, "Other Landfill Projects." These funds are then used for closure and/or maintenance work at City-owned landfills, such as this project.


(SAF RPT EZ AM)

Respectfully submitted,


COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



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

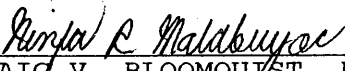


RITA L. ROBINSON
Director
Bureau of Sanitation



BRIAN WILLIAMS
Interim Director
Bureau of Contract Administration

APPROVED AS TO FUNDS:

for 

CRAIG V. BLOOMQUIST, Director
Office of Accounting

Date 4/27/04

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

**CONTRACT NO. C-85466
FIFTH AMENDMENT**

**AGRREMENT BETWEEN THE CITY OF LOS ANGELES AND
SHAW ENVIRONMENTAL INC. FOR
ENGINEERING SERVICES FOR THE
FINAL CLOSURE DESIGN
AT THE TOYON CANYON SANITARY LANDFILL
IN THE CITY OF LOS ANGELES**

FINAL



TRANSMITTAL #6

INDEX TO
 AMENDMENT NO. 5
 BETWEEN THE CITY OF LOS ANGELES
 AND
 SHAW ENVIRONMENTAL INC.
 FOR THE FINAL CLOSURE DESIGN
 OF
 THE TOYON CANYON SANITARY LANDFILL

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**FIFTH AMENDMENT FOR PROFESSIONAL CONSULTANT SERVICES
TO CONTRACT NUMBER C-85466
BETWEEN THE CITY OF LOS ANGELES
AND
SHAW ENVIRONMENTAL INC.**

This amendment, is made and entered into by and between the CITY of Los Angeles, California, a municipal corporation acting by order of and through its Board of Public Works, hereinafter referred to as the "CITY," and SHAW Environmental, Inc., formerly IT Corporation, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, CITY began implementing the development of final closure plans for the Toyon Canyon Sanitary Landfill; and

WHEREAS, CITY does not have the requisite expertise and experience in-house to perform the design tasks; and

WHEREAS, IT Corporation and the CITY of Los Angeles entered into Contract Number C-85466 on October 9, 1992, to perform the pre-design, liquid management plan, landscaping and irrigation design, closure construction management, public outreach, and other contract work; and

WHEREAS, the CONSULTANT has demonstrated that it has the required engineering and geotechnical capabilities to immediately initiate the work as noted above; and

WHEREAS, in the performance of this contract, additional work was necessary to address the concerns from the public, regulatory agencies, and other affected entities; and

WHEREAS, drawings and technical specifications had to be modified to reflect the use of native species for the landscaping design; and

WHEREAS, extensive coordination meetings and modifications to plans and specifications were necessary to address the concerns of the on-site landfill gas recovery and cogeneration CONSULTANT, Pacific Energy; and

WHEREAS, additional geotechnical analysis was required to characterize the landfill cover performance under seismic and long-term creep conditions; and

WHEREAS, landfill gas monitoring assistance was required to maintain compliance with regulatory mandates during a period of landfill inspection personnel shortage; and

WHEREAS, due to the unique design of the landfill cover system, the construction and evaluation of a full scale test pad to verify construction methods and manifestation of any potential constructability concerns became necessary; and

WHEREAS, the CITY executed Amendment No. 1 on December 5, 1995 to extend the contract duration and provide additional funds for the aforementioned additional task; and

WHEREAS, the CITY is required to prepare evaluation monitoring and corrective action programs to resolve possible groundwater contamination from the landfill as determined by the Regional Water Quality Control Board; and

WHEREAS, the CITY decided to utilize its work force to perform the majority of the closure construction work; and

WHEREAS, closure construction has begun and scheduled to be completed by May 2001; and

WHEREAS, the CITY desires to have an independent party to perform the Quality Assurance/Quality control activities during closure; and

WHEREAS, the CITY desires to retain CONSULTANT to provide the required Professional/technical services in connection with the closure project; and

WHEREAS, the CITY executed Amendment No. 2 on October 7, 1997 to extend the contract duration and provide additional funds to perform the additional tasks associated with closure construction; and

WHEREAS, the CITY executed Amendment No. 3 on May 17, 2001 to extend the contract duration and provide additional funds to perform the additional tasks associated with closure construction; and

WHEREAS, the IT Corporation assigned its entire interests and obligations in the contract in May 2002 to Shaw Environmental, Inc.; and

WHEREAS, the CITY executed Amendment No. 4 on July 14, 2004 to extend the contract term by 36 months; To July 14, 2007; and

WHEREAS, closure construction was further delayed beyond May 2007 due to unforeseen conditions; and production rate it estimated to complete the closure of the Toyon Canyon Landfill by May 2007; and

WHEREAS, the CITY estimates closure construction to be completed by July 14, 2009

NOW, THEREFORE, in consideration of the promises, covenants, and agreements hereinafter set forth, the parties hereby agree to the following amendments to Contract Number C-85466 as follows:

ARTICLE 1 - SECTION HEADINGS

No Change

ARTICLE 2 - DEFINITIONS

No Change

ARTICLE 3 - PROJECT DESCRIPTION

No Change

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

No Change

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

No Change

ARTICLE 6 - TERM OF AMENDMENT

The term of this Contract was 36 months, commencing on the contract execution date of 10-9-92. Amendment No. 1 added an additional 24 months, for a total of 60 months from contract commencement. Amendment No. 2 added an additional 43 months, for a total of 103 months from contract commencement. Amendment No. 3 added an additional 36 months, for a total of 139 months from contract commencement. Amendment No. 4 added an additional 36 months, for a total of 175 months from contract commencement.

The term of this Fifth Amendment is 24 months to commence on the execution date of this amendment, and may be terminated earlier based on the completion of final closure construction activities and acceptance by the Board and governing regulatory agencies, whichever occurs first.

ARTICLE 7 - TERMINATION

No Change

ARTICLE 8 - SUBCONTRACT APPROVAL

No Change

ARTICLE 9 - COMPENSATION, INVOICING AND PAYMENT

No Change

ARTICLE 10 - CHANGES OR MODIFICATIONS

No Change

ARTICLE 11 - INDEMNIFICATION AND INSURANCE

No Change

ARTICLE 12 - INDEPENDENT CONSULTANTS

No Change

ARTICLE 13 - WARRANTY AND RESPONSIBILITY OF CONSULTANT

No Change

ARTICLE 14 - OWNERSHIP DATA

No Change

ARTICLE 15 - AFFIRMATIVE ACTION AND NONDISCRIMINATION

The CONTRACTOR shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this AGREEMENT, the CONTRACTOR shall not discriminate in its employment

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

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

ARTICLE 16 - MINORITY/WOMEN BUSINESS ENTERPRISE AND OTHER BUSINESS OUTREACH PROGRAM

The CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and other Business Enterprise firms on a level which meets or exceeds the levels as stated in Exhibit C-2, hereto. The CONTRACTOR shall not change any of these designated subcontractors, or reduce their level of effort, without prior written approval of the CITY provided that such approval will not be unreasonably withheld.

ARTICLE 17 - SUCCESSORS AND ASSIGNS
No Change

ARTICLE 18 - CONTACT PERSONS-PROPER ADDRESSES-NOTIFICATION

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

To the CITY:
Contact Person: Javier Polanco, Project Manager
Address: Bureau of Sanitation
Solid Resources Processing and
Construction Division
1149 Broadway, Suite 800
Los Angeles, CA 90015

To CONSULTANT:
Contact Person: Mark Unruh
Address: Shaw Environmental, Inc.
1230 Columbia Street

ARTICLE 19 - FORCE MAJEURE
No Change

ARTICLE 20 - SEVERABILITY
No Change

ARTICLE 21 - DISPUTES
No Change

ARTICLE 22 - ENTIRE AGREEMENT
No Change

ARTICLE 23 - GOVERNING LAW
No Change

ARTICLE 24 - LOS ANGELES CITY BUSINESS TAX REGISTRATION
No Change

ARTICLE 25 - CITY OF LOS ANGELES EMPLOYMENT AND TRAINING POLICY

The Job Training Partnership Act ended on June 30, 2000. This policy will no longer be in effect.

ARTICLE 26 - CHILD CARE POLICY
N/A

ARTICLE 27 - SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE
No Change

ARTICLE 28 - CHILD SUPPORT OBLIGATIONS ASSIGNMENT ORDERS
No Change

ARTICLE 29 - EOUAL BENEFITS ORDINANCE
No Change

ARTICLE 30 - COMPLIANCE WITH YEAR 2000
N/A

ARTICLE 31 - AMERICANS WITH DISABILITIES ACT (ADA)
No Change

ARTICLE 32 - CONTRACTOR PERFORMANCE EVALUATION
No Change

ARTICLE 33 - DETERMINATION OF PROPOSER RESPONSIBILITY
No Change

ARTICLE 34 - SLAVERY DISCLOSURE ORDINANCE

No Change

ARTICLE 35 - BREACH

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

ARTICLE 36 – CLAIMS FOR LABOR AND MATERIALS

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

ARTICLE 37 – PERMITS

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

ARTICLE 38 – WAIVER

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

ARTICLE 39 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

ARTICLE 39 – DISCOUNT TERMS

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

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

APPROVED AND AGREED TO:

**CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS**

By: _____

Title: _____

Date: _____

APPROVED AND AGREED TO:

SHAW ENVIRONMENTAL, INC.

By: _____

Title: _____

Date: _____

ATTEST:

Frank T. Martinez, CITY Clerk

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Rockard J. Delgadillo, CITY Attorney

By: Christopher M. Westoff

Title: Assistant City Attorney

Date: _____

EXHIBIT A - CONSULTANT AND SUBCONSULTANTS SCHEDULE OF HOURLY RATES AND EXPENSES

No Change

EXHIBIT B - INSURANCE

No Change

EXHIBIT C - SUBCONTRACTORS INFORMATION - SCHEDULE A

See Exhibit C-2

EXHIBIT C-2 - SCHEDULE B, MBE/WBE/OBE UTILIZATION PROFILE FOR TASK/PROJECT WORK

(inserted)

EXHIBIT D - CHILD CARE POLICY STATEMENT

No Longer Required

EXHIBIT E - CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT

No Longer Required

EXHIBIT F - NOTICE OF PROHIBITION AGAINST RETALIATION

(updated notice inserted)

EXHIBIT G - CERTIFICATION REGARDING AMERICANS WITH DISABILITIES ACT

No Longer Required

EXHIBIT H - CERTIFICATION REGARDING COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

No Change

EXHIBIT I - DETERMINATION OF CONTRACTOR PROPOSER RESPONSIBILITY

(inserted)

EXHIBIT J - COMPLIANCE WITH LIVING WAGE ORDINANCE

No Change

EXHIBIT K - SLAVERY DISCLOSURE ORDINANCE

No Change

EXHIBIT L - SERVICE WORKER RETENTION ORDINANCE

No Change

EXHIBIT M - AFFIRMATIVE ACTION / NONDISCRIMINATION

(inserted)

EXHIBIT C-2 - SCHEDULE A, SUBCONTRACTORS INFORMATION & SCHEDULE B,
MBE/WBE/OBE UTILIZATION PROFILE FOR TASK/PROJECT WORK

EXHIBIT F - NOTICE OF PROHIBITION AGAINST RETALIATION (UPDATED)

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO VILLARAIGOSA
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 Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-1922.

**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**

EXHIBIT I - DETERMINATION OF CONTRACTOR PROPOSER RESPONSIBILITY

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

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

1. Information Regarding Proposed Contract

Project Name/Description: Engineering Services for the Final Closure Design at the Toyon Canyon Landfill

RFB/RFQ/RFP # (if any):	Date RFB/RFQ/RFP Released:
Procuring Dept.: <u>PW/Sanitation</u>	Mail Stop #: <u>624</u>
Name of Dept. Contact: <u>Javier Polanco</u>	Phone: <u>(213) 485-3062</u>

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

Company Name: Shaw Environmental, Inc.
Company Address: 1230 Columbia St., Suite 1200
City: San Diego State: CA Zip: 91201

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) 05/25/07.

The Questionnaires were processed by:

Dept. of Public Works for Construction Contracts and ██████████ 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 05/25/07

**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

Department of Public Works	Mr. Javier Polanco	(213) 485-3062
City Department/Division Awarding Contract	City Contact Person	Phone

C-85466

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Shaw Environmental, Inc.
Bidder/Proposer Business Name

<u>1230 Columbia Street, Suite 1200, San Diego, CA 92101</u>			
Street Address	City	State	Zip
<u>Mark Unruh, Project Manager</u>		<u>(619) 533-7301</u>	<u>(619) 2391238</u>
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 ____/____/____.
- 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.

<u>Mark Unruh</u>	<u>[Signature]</u>	<u>4/3/07</u>
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 9

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: 05 / 02 / 2002 State of incorporation: Louisiana

List the corporation's current officers.

President: Ronald W. Oakley

Vice President: Thomas J. Horst

Secretary: Gary P. Graphia

Treasurer: Robert L. Belk

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

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? 5 Years.

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

Yes No

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

F. DISPUTES

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

(a) Payment to subcontractors? Please see Attachment B

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.

Mark Ulrich, Project Manager
Print Name, Title

Mark Ulrich
Signature

5/22/07
Date

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 1

C. 1 Ownership

Shaw Environmental, Inc. is a wholly-owned subsidiary of Shaw Environmental & Infrastructure, Inc., which is wholly owned by The Shaw Group, 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

E.9. Performance History

Shaw Environmental, Inc. has had a number of contracts with private and governmental entities over the last five years that are similar to this project for the City of Los Angeles at the Toyon Landfill. Three of those contracts are described here. Shaw would be pleased to provide you with more, upon request.

1. Burbank, City of. Burbank Landfill No. 3. Shaw provides Operations and Maintenance services. Cost: \$75,000 (for one year). Started in 1990 and is on-going.
2. Waste Management. Bradley Landfill, Sun Valley, CA. Shaw provides routine services and non-routine and emergency services. Cost: \$1,057,704 (for one year). Started in May, 2004 and is on-going.
3. Orange, County of. Shaw provided multidisciplinary engineering and construction support services to the County of Orange Integrated Waste Management Department at the active Frank R. Bowerman Landfill and the inactive Gothard Street and Santiago Canyon Landfills. Cost: \$2,734,000. Started 3/1998, and completed 3/2004.

F. 13. Disputes

In the normal course of its business, Shaw becomes involved in various litigation matters including claims by third parties for alleged property damages, personal injuries, and other matters. Shaw has estimated its potential exposure, net of insurance coverage, and has recorded reserves in its financial statements, as appropriate. Shaw does not anticipate that the differences between its estimated outcome of these claims and future actual settlements could have a material effect on the Company's financial position or results of its operations. In the event that Shaw estimated that any such matter was material, Shaw would report it in its financial statements as required by the Securities and Exchange Commission.

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.

EXHIBIT M - AFFIRMATIVE ACTION / NONDISCRIMINATION

CITY OF LOS ANGELES
CALIFORNIA

BOARD OF PUBLIC WORKS
MEMBERS

CYNTHIA M. RUIZ
PRESIDENT

DAVID SICKLER
VICE PRESIDENT

PAULA A. DANIELS
PRESIDENT PRO-TEMPORE

VALERIE LYNNE SHAW
COMMISSIONER

JAMES A. GIBSON
EXECUTIVE OFFICER



ANTONIO VILLARAIGOSA
MAYOR

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

May 24, 2007

Raymond A. Janko
Shaw Environmental
1230 Columbia St., Ste. 1200
San Diego, CA 92101

Mr. Janko

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: 14048

**Shaw Environmental
1230 Columbia St., Ste. 1200
San Diego, CA 92101**

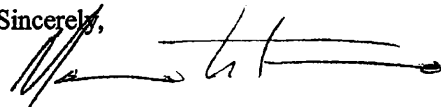
 X Approved – Contractor completed, signed and submitted the City's Affirmative Action Plan.

 Approved – Contractor submitted its own Affirmative Action Plan which meets the City's minimum requirements.

- **APPROVAL EXPIRATION DATE: 6/1/08**
- **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 the Equal Employment Opportunities Enforcement Section at (213) 847-1922. The office of the Bureau of Contract Administration, Office of Contract Compliance is located at 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015.

Sincerely,


Mario Interiano, Management Analyst II

CITY OF LOS ANGELES

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

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

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

E. Equal Employment Opportunity Officer:

Please be advised that Raymond A. Janko is hereby 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:

2790 Mosside Blvd, Monroeville, PA 15146, (412) 858-3962
ADDRESS TELEPHONE WORK

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.

Show Environmental, Inc.
COMPANY NAME
1230 Columbia St., Ste. 1200
ADDRESS
San Diego, CA 92101
CITY, COUNTY, STATE, ZIP

Raymond A. Janko
AUTHORIZED SIGNATURE
Raymond A. Janko - Director, Compliance + Diversity
NAME AND TITLE (TYPE OR PRINT)
412-858-3962 5-23-07
TELEPHONE DATE

PRIME SUB

BCA Form (7/16/00)

TOTAL COMPOSITION OF WORK FORCE

OCC#

Contractor **Shoua Environmental, Inc.** Project Title **Complete Closure Design for Tanyon Sanctuary** Length of Contract
 Contractor Address **1230 Columbia St. Ste. 1200** Work Force as of (Date) **10/24/11** (If you have no employees, write "no employee at this time.")

FOR CONSTRUCTION PROJECTS (L.A. County Only)

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

FOR NON-CONSTRUCTION PROJECTS

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

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

Sec. 10.8.4. Affirmative Action Program Provisions.

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

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

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

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

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

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

1. Construction Contracts Included.

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

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

2. Anticipated Utilization.

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

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

3. An Affirmative Action Plan.

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

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

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

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

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

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

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

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

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

5/23/07
DATE

Raymond A. Janko
EEO OFFICER'S SIGNATURES

Shaw Environmental, Inc.
FIRM NAME

A-7

Raymond A. Janko - Director, Compliance & Diversity
EEO OFFICER'S NAME AND TITLE (TYPE OR PRINT)