COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 24, 2004

IN REPLY PLEASE
REFER TO FILE: AS-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

UNDERGROUND STORAGE TANK DESIGNATED OPERATOR
ALL SUPERVISORIAL DISTRICTS
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the service to be provided is categorically exempt from the California Environmental Quality Act (CEQA).

2. Award and delegate authority to the Interim Director of Public Works to execute the contract for "Underground Storage Tank Designated Operator" to Tait & Associates, Inc., located in Santa Ana, California. This contract will be for a period of one year, commencing on January 1, 2005, or upon Board approval and execution by the Interim Director, with two 1-year renewal options, not to exceed a total contract period of three years.

3. Delegate authority to the Interim Director to renew this contract for each additional renewal option, if, in the opinion of the Interim Director, renewal is warranted.

4. Delegate authority to the Interim Director to terminate this contract, if, in the opinion of the Interim Director, it is in the best interest of the County to do so.

5. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

6. Authorize Public Works to encumber an annual amount not to exceed $183,000, plus 15 percent for additional, extraordinary, or as-needed services within the scope of work, for a total of $210,450. Funds are available in various Public Works 2004-05 funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide underground storage tank designated operator services for approximately 68 Public Works locations. The work to be performed will consist of providing International Code Council certified personnel to assist with registration of all sites, performing monthly visual inspections, and providing annual facility employee training to Public Works designated employees. Due to new State law, this new contract is required to be effective January 1, 2005.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness, as the contractor has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed $183,000, plus 15 percent for additional, extraordinary, or as-needed services within the scope of work, for a total of $210,450. This amount represents our estimated annual requirements for this service. This contract will commence on January 1, 2005, or upon Board approval and execution by the Interim Director, for a period of one year. With the Board's delegated authority, the Interim Director may renew this contract from year to year for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

This contract allows cost-of-living adjustments for the two optional years in accordance with County policy established by the Chief Administrative Office.

Funds for the first year are available from various Public Works 2004-05 budget units to cover the cost of this contract. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Interim Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract as this service is required on an intermittent and part-time basis.

ENVIRONMENTAL DOCUMENTATION

With respect to the requirements of the CEQA, the type of service to be provided is categorically exempt as specified in Class 8 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On October 12, 2004, Public Works solicited proposals from 153 independent contractors and community business enterprises to accomplish the work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On November 8, 2004, five proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the Request for Proposals (RFP). The proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff.

The committee's evaluation was based on criteria described in the RFP which included price, references, experience, and work plan. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and responsible proposer, Tait & Associates, Inc., located in Santa Ana, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR

UNDERGROUND STORAGE TANK

DESIGNATED OPERATOR

THIS AGREEMENT, made and entered into this ____ day of _____ 2004, by and between the County of Los Angeles, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "County," and Tait & Associates, Inc., hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the November 8, 2004, hereby agrees to provide services as described in the attached specifications for Underground Storage Tank Designated Operator, including but not limited to Exhibit A, Scope of Work.

SECOND: That this Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Los Angeles County Department of Public Works Underground and Aboveground Storage Tank Inventory; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: That the County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Interim Director of Public Works, to pay the Contractor pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount not to exceed $183,000 or such greater amount as the Board may approve.

FOURTH: That this Contract's initial term shall be for a period of one year, commencing on January 1, 2005, or upon Board approval and execution by the Interim Director, whichever is later. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The County, acting through the Interim Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Interim Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the County. This Contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the Contractor.

FIFTH: That the Contractor shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: That Public Works will make payment to the Contractor within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: Contractor shall include the following items when providing invoices to Public Works:

1) Date of actual inspection call.

2) Invoice date.

3) Type of call: Routine Inspection or Special Service Call.

4) Contract number.

5) Site location name and address.

6) Itemized labor and materials billing breakdown with:

   a. Item description

   b. Price for each per Form PW-2, Schedule of Prices

   c. Quantity

   d. Total invoice amount

7) Identification of the "Underground Storage Tank Designated Operator" performing the service.

8) Comments to describe the service performed along with any discrepancies found at the site that were not addressed by the inspector.

9) Reference to any Notice of Violation, local agency (Certified Unified Program Agencies) notification, or Notice to Comply.

10) Accompanied by the inspection documentation.

EIGHTH: That in no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: That the Contractor understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: That the Contractor shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Contract Manager in writing.

ELEVENTH: That the rates of compensation set forth in Form PW-2 (Schedule of Prices) shall be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the Contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no-cost-of living adjustment will be granted.

TWELFTH: That in the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's specifications, requirements, terms and conditions herein, the County's provisions shall control and be binding.

THIRTEENTH: That the Contractor agrees in strict accordance with the Contract specifications and conditions to meet the County's requirements.

FOURTEENTH: That this Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Interim Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Interim Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

TAIT & ASSOCIATES, INC.

By _____
Its President

By _____
Its Secretary

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SCOPE OF WORK

UNDERGROUND STORAGE TANK

DESIGNATED OPERATOR

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Fred Guido of Facilities Management Group, who may be contacted at (626) 300-3225, e-mail address: fguido@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

County of Los Angeles Department of Public Works' Underground and Aboveground Storage Tank Inventory (UST/AST Inventory) (Exhibit E) sites. Sites and/or tanks may be added or deleted at the discretion of Public Works.

C. Work Description

The work to be accomplished under these Specifications are to serve as "Designated Operator" for approximately 68 Public Works' locations which includes approximately 128 USTs, 39 ASTs, 46 motor fuel dispensing facilities, and several non-dispensing fuel storage sites. Other compliance repairs or service requests outside this Contract may be initiated by the Public Works' Contract Manager, in response to recommendations by the Contractor, and/or regulatory compliance notices.

The Contractor shall provide and implement the following items:

1. Provide International Code Council (ICC) certified personnel to act as "Designated UST Operators" (as per Title 23, Division 3, Chapter 16 of the California Code of Regulations) and provide the following functions:

    a. Assist with initial registration of all sites with the appropriate local agency (CUPA) before January 1, 2005.

    b. Perform monthly visual inspections of every UST facility and provide documentation of inspections to the Public Works' Contract Manager.

c. Provide annual training to Public Works' designated "Facility Employees" and provide training for new "Facility Employees" within 30 days of notification from the Contract Manager. All initial "Facility Employees" training shall be completed before April 1, 2005. Copies of all training records shall be sent to the Public Works' Contract Manager.

d. Upon award of this Contract, the Contractor shall initially provide a schedule for all Public Works' UST site inspections and evaluations. This initial schedule shall also address enhancing Public Works' response to regulatory UST "UST Designated Operator" and "Facility Employees" compliance issues. Thereafter, the Contractor shall provide a monthly schedule of timely UST facility inspections for all sites.

e. Provide one on-site inspection, maintenance, repair, and certification logbook at each site containing all the proper certifications (South Coast Air Quality Management District, monitor certificate) permits, daily inspection sheets, monthly inspection sheets, repairs, alarm printouts, and employee training records.

2. "UST Designated Operator" Compliance

Contractor's "UST Designated Operator" shall comply with all applicable provisions of:

- The United States Environmental Protection Agency (EPA) regulations.
- The California State Environmental Protection Agency (CalEPA).
- State Water Resources Control Board, California Code of Regulation (CCR) Title 23, Division 3, Chapter 16, "Underground Storage Tank Regulations and/or all other relevant regulations."
- AQMD – Rule 461 and/or all other relevant regulations.
- Provisions of the California Health and Safety Code Division 7, Chapter 6.7 and/or all other relevant regulations.
- Including local agency (CUPA) UST jurisdiction requirements relating to UST and fuel dispensing operations.

3. The "UST Designated Operator" shall immediately contact the Contract Manager regarding any non-compliant issues observed during inspections.

4. Provide a Contractor Coordinator to be the single point of contact between Public Works and the Contractor. The Contractor Coordinator shall have immediate availability to training records and inspection schedules.

D. Hours and Days of Service

Hours of services shall be primarily 6:30 a.m. to 4 p.m., Monday through Thursday, each week, except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

E. Licenses and Certifications

Contractor shall have completed the proper training as required and certified by the ICC to perform this work.

F. Service and Certification Capacity

Contractor shall have the capacity to assign a minimum of three field service units, with one staff person assigned as coordinator to these requested services at any given time.

G. Response Time

Contractor shall return all calls placed by the Contract Manager during normal Public Works' business hours within two hours. Contractor shall be on-site within 24 hours of the call.

H. Utilities

The County will not provide utilities.

I. Storage Facilities

The County will not provide storage facilities for the Contractor.

J. Special Safety Requirements

All Contractor operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

K. Responsibilities of Public Works

Public Works shall continue to do routine preventative maintenance on all Public Works' facilities and equipment. Public Works reserves the right to provide any necessary contract inspection.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

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SERVICE CONTRACT GENERAL REQUIRMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works' facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and the at satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except specifically outlined in other sections. Public Works will not be liable or

responsible for any damages, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

   - All the time limits and acts required to be done by both parties are of the essence of the Contract;
   - The parties are both experienced in performance of the Contract work;
   - The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- The parties are not under any compulsion to contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of $100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO

CONTRACT ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or

gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of $500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable

information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and

Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

H. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or

agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against The Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

M. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

2. The Contractor shall develop all publicity material in a professional manner.

3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.

4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default

a. The County may, subject to the provisions of Subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or

ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon

such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.

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

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it

has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

b. The filing of a voluntary petition to have the Contractor declared bankrupt.

c. The appointment of a Receiver or Trustee for the Contractor.

d. The execution by the Contractor of an assignment for the benefits of creditors.

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

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.

b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.

c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

6. Termination Claim

a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.

c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.

2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.

3. To the extent that extensions of time for Contractor's performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or

enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

2. Evidence of Insurance – Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:

   a. Specifically identify this Contract.

   b. Clearly evidence all coverage required in this Contract.

   c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

   d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.

   e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating – Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage – Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable

to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

5. Notification of Incidents, Claims, or Suits – The Contractor shall report to the County's Contract Manager:

   a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

   b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

   c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."

   d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):

a.	General Aggregate:	$2 million
b.	Products/Completed Operations Aggregate:	$1 million
c.	Personal and Advertising Injury:	$1 million
d.	Each Occurrence:	$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage.)

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

   In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

a.	Each Accident:	$1 million
b.	Disease - policy limit:	$1 million
c.	Disease - each employee:	$1 million

4. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

5. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:

a. Personal Property: Automobiles and Mobile Equipment – Special form "all risk" coverage for the actual cash value of County-owned or leased property.

b. Real Property and All Other Personal Property – Special form "all risk" coverage for the full replacement value of County-owned or leased property.

6. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

   a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

   b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County; and

   c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions.

2. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

3. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any

such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: 1) violated any term of a contract with the County; 2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's

satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

EXHIBIT C

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

EXHIBIT D.1

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D.3

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Los Angeles County Department of Public Works
Underground and Aboveground Storage Tank Inventory

FACILITY NAME	SITE ADDRESS	CITY	ZIP	TANK NUMBER	TANK TYPE	GASOLINE (Gallons)	DIESEL (Gallons)	JET FUEL (Gallons)	AV GAS (Gallons)	WASTE OIL (Gallons)	MOTOR OIL (Gallons)	HYDRAULIC (Gallons)	TRANSMISSION (Gallons)	PURPOSE	COMMENTS	Retrofit Date	Jurisdiction	Manned (Yes/No)
Administrative Services Division																		
Baldwin Park Shop	14747 E. Ramona Blvd	Baldwin Park	91706	1	UST	10000								Dispensing		Dec-03	EPD	Yes
				2	UST		10000							Dispensing		Dec-03	EPD	Yes
				3	UST					1000				Recycle		Dec-03	EPD	Yes
				4	UST						500			Dispensing		Dec-03	EPD	Yes
				5	UST							500		Dispensing		Dec-03	EPD	Yes
				6	UST								500	Dispensing		2001-02	EPD	Yes
Altadena Shop	252 Moutain View	Altadena	91001	1	UST	6000								Dispensing		2001-02	EPD	Yes
				2	UST		6000							Recycle		2001-02	EPD	Yes
				3	AST					600				Dispensing	City of LA Facility ID No. 19051-003562-1	2001-02	L.A. City F.D.	Yes
Westchester Shop	5630 W. 83rd. Street	Los Angeles	90045	1	UST	10000								Dispensing	City of LA Facility ID No. 19051-003562-1	2001-02	L.A. City F.D.	Yes
				2	UST		10000							Recycle	City of LA Facility ID No. 19051-003562-1	2001-02	L.A. City F.D.	Yes
				3	UST					1000				Dispensing		Jan-04	EPD	Yes
Hollydale Shop	11282 Garfield Avenue	Downey	90242	1	UST	10000								Dispensing		Jan-04	EPD	Yes
				2	UST		10000							Recycle		Jan-04	EPD	Yes
				3	UST					1000				Dispensing		2001-02	EPD	Yes
Palmdale Shop	38126 N. Sierra Highway	Palmdale	93550	1	UST	10000								Dispensing		2001-02	EPD	Yes
				2	UST		10000							Recycle		2001-02	EPD	Yes
				3	UST					1000				Dispensing		2001-02	EPD	Yes
				4	UST						500			Dispensing		2001-02	EPD	Yes
				5	UST							500		Dispensing		2001-02	EPD	Yes
				6	UST								500	Dispensing		2001-02	LA. City F.D.	Yes
Central Yard Shop	2275 Alcazar Street	Los Angeles	90033	1	UST	10000								Dispensing		2001-02	LA. City F.D.	Yes
				2	UST		10000							Recycle		2001-02	L.A. City F.D.	Yes
				3	UST					600				Dispensing		2001-02	EPD	Yes
DPW Headquarters	900 So. Fremont Avenue	Alhambra	91803	1	UST	10000								Dispensing		2001-02	EPD	Yes
				2	UST	10000								Generator			EPD	Yes
				3	AST		2000											
WM J FOX AIRFIELD	4555 W AVE G	LANCASTER	93536															
				1	UST				20,000					Dispensing		Nov-88	EPD	Yes
				2	UST				20,000					Dispensing		Aug-98	EPD	Yes
				3	UST			20,000						Dispensing		Aug-98	EPD	Yes
				4	UST			20,000						Dispensing		Aug-98	EPD	Yes
				5	AST	1,000	500							Dispensing	Dual Compartment	Jul-04	EPD	Yes
				6	UST		500							Generator	Day Tank	Jul-04	EPD	Yes
				7	AST					480				Recycle		Jun-96	EPD	Yes
EL MONTE AIRPORT	4233 N SANTA ANITA AVE	EL MONTE	91731															
				1	UST				15,000					Dispensing		Jul-90	EPD	Yes
				2	UST			20,000						Dispensing		Dec. 98	EPD	Yes
				3	UST				20,000					Dispensing		Dec. 98	EPD	Yes
				4	AST	600	400							Dispensing	Dual Compartment	Oct. 04	EPD	Yes
				5	AST		100							Generator	Day Tank	Jan. 02	EPD	Yes
				6	AST					400				Recycle		Jul-85	EPD	Yes
				7	AST					480				Recycle		Jun-96	EPD	Yes
COMPTON AIRPORT	901 W ALONDRA BLVD	COMPTON	90220															
				1	UST				15,000					Dispensing		Dec. 99	EPD	Yes
				2	UST				15,000					Dispensing		Dec. 99	EPD	Yes
				3	AST		100							Generator	Day Tank	Sep-03	EPD	Yes
				4	AST					400				Recycle		Jul-85	EPD	Yes
BRACKETT FIELD	1615 MCKINLEY AVE	LA VERNE	91750															
				1	UST			20,000						Dispensing		May-99	EPD	Yes
				2	UST				20,000					Dispensing		May-99	EPD	Yes
				3	AST	1,000	500							Dispensing	Dual Compartment	Oct. 04	EPD	Yes
				4	AST		100							Generator	Day Tank	Nov-99	EPD	Yes
				5	AST					480				Recycle		Jun-96	EPD	Yes
				6	AST					480				Recycle		Jun-96	EPD	Yes
				7	AST					480				Recycle		Jun-96	EPD	Yes
WHITEMAN AIRPORT	12653 OSBORNE ST	PACOIMA	91331															
				1	UST			20,000						Dispensing		Sept. 99	City of L. A. Fire	Yes
				2	UST				20,000					Dispensing		Sept. 99	City of L. A. Fire	Yes
				3	AST		100							Generator	Day Tank	Oct-94	City of L.A. Fire	Yes
				4	AST					480				Recycle		Jun-96	City of L.A. Fire	Yes
				5	AST					480				Recycle		Jun-96	City of L.A. Fire	Yes
Road Maintenance Division																		

EXHIBIT E.2

Los Angeles County Department of Public Works
Underground and Aboveground Storage Tank Inventory

FACILITY NAME	SITE ADDRESS	CITY	ZIP	TANK NUMBER	TANK TYPE	GASOLINE (Gallons)	DIESEL (Gallons)	JET FUEL (Gallons)	AV GAS (Gallons)	WASTE OIL (Gallons)	MOTOR OIL (Gallons)	HYDRAULIC (Gallons)	TRANSMISSION (Gallons)	PURPOSE	COMMENTS	Retrofit Date	Jurisdiction	Manned (Yes/No)
LA CO DPW ROAD DIV 416	14959 E Proctor	La Puente	91744	1	AST	3000	3000							Dispensing	Dual Compartment	Jul - 04	EPD	Yes
				2	AST					250				Recycle		Jul - 04	EPD	Yes
LA CO DPW ROAD DIV 417	19865 E Walnut Dr	Walnut	91789	1	UST	3000								Dispensing		Feb - 04	EPD	Yes
				2	UST		3000							Dispensing		Feb - 04	EPD	Yes
				3	UST					500				Recycling		Feb - 04	EPD	Yes
RD 514	3516 Dunsmore	La Crescenta	91014	1	UST	3000								Dispensing		Feb - 01	City of Glendale	Yes
				2	UST		3000							Dispensing		Feb - 01	City of Glendale	Yes
				3	UST					500				Recycling		Feb - 01	City of Glendale	Yes
LA CO DPW ROAD DIV 518	161 N Valencia St	Glendora	91740	1	UST	3000								Dispensing		Sep - 03	EPD	Yes
				2	UST		3000							Dispensing		Sep - 03	EPD	Yes
				3	UST					500				Recycling		Sep - 03	EPD	Yes
ROAD 451 Mount Baldy	5150 Mt Baldy Rd	Claremont	91711	1	AST	3000	3000							Dispensing	Dual Compartment	Jan - 04	EPD	No
LA CO DPW ROAD DIV 519	5213 N Encinita Ave	Temple City	91780	1	UST	3000								Dispensing		Jan - 04	EPD	Yes
				2	UST		3000							Dispensing		Jan - 04	EPD	Yes
				3	UST					500				Recycling		Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 232	4056 W Manne Ave	Lawndale	90260	1	UST	2000								Dispensing		Feb - 04	EPD	No
				2	UST		2000							Dispensing		Feb - 04	EPD	No
				3	UST					500				Recycling		Feb - 04	EPD	No
LA CO DPW ROAD DIV 232A	24309 Walnut St	Lomita 90717	90717	1	UST	2000								Dispensing		Oct - 03	EPD	Yes
				2	UST		2000							Dispensing		Oct - 03	EPD	Yes
				3	UST					500				Recycling		Oct - 03	EPD	Yes
LA CO DPW ROAD DIV 336	3637 Winter Cyn Rd	Malibu	90265	1	UST	4000								Dispensing		Jan - 04	EPD	Yes
				2	UST		4000							Dispensing		Jan - 04	EPD	Yes
				3	UST					500				Recycling		Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 339	29773 W Mulholland Hwy	Agoura	91301	1	TBD	2000								Dispensing	Clean up Activities	Jan - 05	EPD	Yes
				2	TBD		4000							Dispensing	underway	Jan - 05	EPD	Yes
				3	TBD					500				Recycling	Site under construction	Jan - 05	EPD	Yes
LA CO DPW ROAD DIV 142	4304 Eugene St	Los Angeles	90022	1	UST	3000								Dispensing		Nov - 03	EPD	Yes
				2	UST		3000							Dispensing		Nov - 03	EPD	Yes
				3	AST					250				Recycling		Nov - 03	EPD	Yes
LA CO DPW ROAD DIV 241	2120 E 90th St	Los Angeles	90045	1	UST	3000								Dispensing		May - 04	EPD	Yes
				2	UST	-	3000							Dispensing		May - 04	EPD	Yes
				3	AST					250				Recycling		May - 04	EPD	Yes
LA CO DPW ROAD DIV 446	9521 E Beverly Blvd	Pico Rivera	90660	1	UST	3000								Dispensing		Jan - 04	EPD	Yes
				2	UST		3000							Dispensing		Jan - 04	EPD	Yes
				3	UST					500				Recycling		Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 551	4859 W Ave L-12	Quartz Hill	93534	1	UST	5000								Dispensing		Jan - 04	EPD	Yes
				2	UST		5000							Dispensing		Jan - 04	EPD	Yes
				3	UST					500				Recycling		Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 553	17931 Sierra Hwy	Canyon County	91351	1	UST	3000								Dispensing		Dec - 03	EPD	Yes
				2	UST		3000							Dispensing		Dec - 03	EPD	Yes
				3	UST					500				Recycling		Dec - 03	EPD	Yes
LA CO DPW ROAD DIV 555	17341 E Ave J	Lancaster	93536	1	UST	4000								Dispensing		Jan - 04	EPD	Yes
				2	UST		4000							Dispensing		Jan - 04	EPD	Yes
				3	UST					500				Recycling		Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 556	27824 Parker Rd	Castaic	91310	1	UST	4000								Dispensing	Permit was approved	Aug - 00	EPD	Yes
				2	UST		4000							Dispensing	by EPD in Aug 2000	Aug - 00	EPD	Yes
RD 556A	49530 Gorman Post Rd	Gorman	93243	1	AST		1500							Dispensing	Single Compartment	Feb - 01	EPD	No
LA CO DPW (MD5)	38126 N. SIERRA HWY.	Palmdale	93550	1	AST					500				Recycling	Public Drop-Off Center		EPD	Yes
RD 567A (Mill Creek)	27500 N Angeles Forest Hwy	Palmdale	93550	1	AST	3000	5000							Dispensing	Dual Compartment	May - 04	EPD	No
LA CO DPW ROAD DIV 558	8505 E Ave T	Littlerock	93543	1	UST	5000								Dispensing		May - 04	EPD	Yes
				2	UST		5000							Dispensing		May - 04	EPD	Yes
				3	UST					500				Recycle		May - 04	EPD	Yes
LA CO DPW ROAD DIV 558A	22201 Big Pines Hwy	Wrightwood	92397	1	AST	3000	3000							Dispensing	Dual Compartment	Mar - 04	EPD	No
RD 569 Mt. Wilson	35100 San Francisquito	Saugus	91350	1	AST	2000	2000							Dispensing	Dual Compartment	Mar - 04	EPD	No
Flood Maintenance Division																		
LA CO DPW DOMINGUEZ PUMPING PLANT	275 DEL AMO BOULEVARD	LONG BEACH	90805	1	UST		4000							Pump Plant			Long Beach	No
LA CO DPW LOS ALTOS PUMPING PLANT	6560 ANAHEIM ROAD	LONG BEACH	90815	1	UST		1000							Pump Plant			Long Beach	No
LA CO DPW FLOOD IMPERIAL YD	5525 IMPERIAL HWY	SOUTH GATE	91803	1	UST	12000								Dispensing		May-04	EPD	Yes
				2	UST		4000							Dispensing		May-04	EPD	Yes
				3	AST		300							Generator			EPD	Yes
LA CO DPW FLOOD RIO HONDO SG	600 RIVER VIEW RD	MONTEBELLO	90640	1	UST	60								Generator	Day Tank		EPD	No
				2	AST		1000							Dispensing			EPD	No
LA CO DPW SEASIDE PUMPING PLANT	800 GOLDEN SHORE	LONG BEACH	90802	1	UST		1000							Pump Plant			Long Beach	No
LA CO DPW EATON YARD	2986 NEW YORK DR.	PASADENA	91107	1	UST	4000								Dispensing		May-04	Pasadena	Yes
				2	UST		2000							Dispensing		May-04	Pasadena	Yes
LA CO DPW FLOOD LONGDEN YARD	160 E. LONGDEN AVE	IRWINDALE	91706	1	UST	12000								Dispensing		Sep-04	EPD	Yes
				2	UST		4000							Dispensing		Sep-04	EPD	Yes
LA CO DPW FLOOD COGSWELL DAM	13600 WEST FORK ROAD	AZUSA	91702	1	UST	1000								Dispensing		Nov-03	EPD	Yes
				2	AST		500							Generator			EPD	Yes

Los Angeles County Department of Public Works
Underground and Aboveground Storage Tank Inventory

FACILITY NAME	SITE ADDRESS	CITY	ZIP	TANK NUMBER	TANK TYPE	GASOLINE (Gallons)	DIESEL (Gallons)	JET FUEL (Gallons)	AV GAS (Gallons)	WASTE OIL (Gallons)	MOTOR OIL (Gallons)	HYDRAULIC (Gallons)	TRANSMISSION (Gallons)	PURPOSE	COMMENTS	Retrofit Date	Jurisdiction	Manned (Yes/No)
				3	AST		150							Generator	Tandem		EPD	Yes
LA CO DPW FLOOD SAN DIMAS DM	3501 SAN DIMAS CANYON ROAD	SAN DIMAS	91773	1	UST		500							Generator		Nov-03	EPD	Yes
LA CO DPW FLOOD SAN GABRIEL DM	9700 SAN GABRIEL CANYON ROAD	AZUSA	91702	1	UST	1000								Dispensing		Nov-03	EPD	Yes
				2	UST	1000								Generator			EPD	Yes
LA CO DPW LYNWOOD PUMP STAT	5500 E IMPERIAL HWY	SOUTH GATE	91803	1	UST		1000							Pump Plant			EPD	No
LA CO DPW SANTA ANITA DAM	2230 SANTA ANITA AVENUE	MONROVIA	91016	1	AST	120								Generator		Sep-04	EPD	Yes
LA CO DPW FLOOD BIG TUJUNGA DM	809 BIG TUJUNGA CANYON ROAD	ANGELES NAT. FOREST	91040	1	AST	500								Dispensing			EPD	Yes
				2	AST		440							Generator			EPD	Yes
LA CO DPW HANSEN S/G	10010 GLENOAKS BLVD	SUN VALLEY	91352	1	UST	250								Radial Gates			LA. City	No
LA CO DPW HANSEN YARD	10179 GLENOAKS BLVD	SUN VALLEY	91352	1	UST	12000								Dispensing			LA. City	Yes
				2	UST		10000							Dispensing			LA. City	Yes
LA CO DPW PACOIMA S/G	10450 ARLETA	PACOIMA	91331	1	UST	250								Radial Gates			LA. City	No
LA CO DPW FLOOD IRWINDALE BSN	4600 IRWINDALE AVE	IRWINDALE	91706	1	UST	500								Generator			EPD	No
LA CO DPW AVALON PUMPING PLANT	20101 GALWAY AVENUE	CARSON	90746	1	UST		4000							Pump Plant			Carson	No
LA CO DPW JOHNSON STREET PUMPING PLANT	817 MEADOW STREET	MANHATTAN BEACH	90261	1	AST		25							Generator	Day Tank		EPD	No
LA CO DPW BIG DALTON DAM	2600 BIG DALTON CANYON RD	GLENDORA	90033	1	AST	300								Generator			EPD	Yes
PACOIMA DAM	15300 PACOIMA CANYON RD	ANGELES NAT. FOREST	91352	1	AST	250								Generator			EPD	Yes
LA CO DPW PAN PACIFIC GATE HOUSE	7600 BEVERLY BLVD.	LOS ANGELES	90036	1	AST	25								Generator	Day Tank		City of Los Angeles	No
Waterworks & Sewer Maintenance Division																		
														Dispensing			EPD	Yes
LA CO DPW SEWER MNT SOUTH YD	1129 E 59TH ST	LOS ANGELES	90001	1	UST	2000								Dispensing			EPD	Yes
				2	UST		1000							Dispensing		2003-04	Santa Fe Springs	Yes
LA CO DPW SEWER MNT CENTRAL YD	12015 SHOEMAKER AVE	SANTA FE SPRINGS	90670	1	UST	2000								Dispensing		2003-04	Santa Fe Springs	Yes
				2	UST		1000							Generator		Sep-03	EPD	No
LA CO DPW SEWER MNT FOUNTAIN SPRINGS	21418 FOUNTAIN SPRINGS RD	DIAMOND BAR	91765	1	UST		1000							Generator			EPD	No
LA CO DPW SEWER MNT TRANCAS TP	6338 PASEO CANYON DR	MALIBU	90265	1	UST		500							Generator			EPD	No
LA CO DPW SEWER MNT MALIBU MESA	3863 MALIBU COUNTRY DR	MALIBU	90265	1	UST		1000							Generator		Sep-03	EPD	No
LA CO DPW SEWER MNT LA MIRADA	16107 E ALICANTE RD	LA MIRADA	90638	1	UST		1000							Generator		Jun-04	EPD	No
LA CO DPW SEWER MNT TRAIL K PS	43696 TRAIL K	LAKE HUGHES	93532	1	UST		300							Generator		Jun-04	EPD	No
LA CO DPW SEWER MNT LAKE HUGHES	17201 ELIZABETH LAKE	LAKE HUGHES	93532	1	UST		300							Generator	Installed	Oct-02	EPD	No
LA CO DPW SEWAGE PUMP STAT	28550 COMMERCE CTR	VAL VERDE PARK	91355	1	UST		1000							Dispensing	To be installed		EPD	Yes
LA CO DPW WATERWORKS	260 E AVE K-8	LANCASTER	93535	1	UST	4000								Dispensing	To be installed		EPD	Yes
				2	UST		4000							Dispensing		Aug-03	EPD	Yes
TOPANGA BEACH PUMP STATION	3800 South Topanga Canyon Bl	MALIBU	90265	1	UST	2000								Dispensing		Aug-03	EPD	Yes
				2	UST		4000											

PROPOSAL

UST Designated Operator Services

Submitted to:

L.A. County, Department of Public Works

Submitted by:
Tait & Associates, Inc.,
701 N. Parkcenter Dr., Santa Ana, CA 92709, (714) 560-8200
November 8, 2004

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Designated Operator Brochure
Companies TAIT has trained and/or provided DO services for

Tait & Associates, Inc.
Engineering • Architecture • Environmental

November 8, 2004

Mr. Charles W. Adams
Deputy Director
Los Angeles County
Department of Public Works
900 S. Fremont Ave.
Alhambra, CA 91803

Via: Delivery
626.458.4081

RE: PROPOSAL TO PROVIDE UNDERGROUND STORAGE TANK DESIGNATED OPERATOR SERVICES FOR APPROXIMATELY 68 SITES IN LOS ANGELES COUNTY, CALIFORNIA

Dear Mr. Adams:

Tait & Associates, Inc., (TAIT) is pleased to submit the following proposal to the Los Angeles County, Department of Public Works (LADPW) to provide Underground Storage Tank (UST) Designated Operators for approximately 68 sites in Los Angeles County, California.

This proposal is based on the request for proposal (RFP) received from LADPW dated October 12, 2004 and the mandatory proposal conference that was held Monday, October 24, 2004. TAIT has reviewed, understands and will comply with all "General Conditions of Contract Work" in the RFP dated October 12th, 2004.

Program Understanding / Scope of Work

It is TAIT's understanding that LADPW is seeking a qualified consultant to assist LADPW in complying with all auditing and training requirements outlined in Title 23, Division 3, Chapter 16 of the California Code of Regulations regarding Designated Operators for UST facilities.

TAIT will provide to LADPW personnel who have been certified by the International Code Council (ICC) to act as "Designated UST Operators" to perform monthly visual inspections and training as defined by the regulation. The monthly inspections do not include inspection of drop tubes and piping. All training for existing and new employees at the facilities will be accomplished during the monthly visual inspections. TAIT will assist LADPW in notifying the local agencies and will send copies of the training records to the LADPW contract manager.

Finally, TAIT will provide one on-site inspection logbook at each site facility. With the exception of the monthly inspection forms and training log, it will be the responsibility of LADPW to provide to TAIT all of the documentation related to the operation of the facility, including permits, Air Quality daily inspection sheets, repairs, alarm printouts, etc.

Program Approach

TAIT has developed an approach to the management of this contract and is committed to assisting LADPW in its goal to comply with the DO regulations.

- **Safety:** A specific Health & Safety Plan will be written and implemented to eliminate the probability of accidents and injuries that can occur in a multi-site environmental compliance program of this nature.
- **Commitment:** Currently over 30 individuals at TAIT are certified Designated Operators and approximately 12 more are scheduled to take the exam within the next month. We expect to have a staff of more than 40 Certified Designated Operators ready to mobilize by January 1, 2005.
- **Infrastructure:** TAIT has already been awarded Designated Operator / Environmental Compliance Programs from numerous other companies and agencies, including the County of Riverside, the City of Glendale, SBC Communications, BP/Arco and Albertson's, to name a few. We are uniquely positioned to fit LADPW's sites into our existing program.
- **Technology:** TAIT has developed and will utilize an automated system for scheduling, tracking and reporting all requirements of this contract. A sample of the form TAIT will utilize is included in the Additional Information tab of this proposal.
- **Quality:** A specific Quality Assurance Plan will be written and implemented to ensure that all project personnel have absolute knowledge of their responsibilities for both inspections and training and all information will be documented, reviewed and reported to the contract manager in a timely manner.

Qualifications

TAIT is uniquely qualified to manage LADPW's DO Program. We maintain in-house all of the resources that are required for this program and offer to LADPW the following advantages:

- **Industry Experts:** As a company, TAIT has more than 40 years of experience with fuel storage and distribution facilities and offers to LADPW over 250 people to draw from with experience in UST design, construction, remediation, testing, maintenance and compliance.
- **Proven Track Record:** TAIT has successfully completed numerous contracts with the County of Los Angeles, including assignments for the Internal Services Department, Sheriff's Department, Public Works, Department of Water and Power, as well as the Los Angeles Unified School District and the Los Angeles Metropolitan Transportation Authority.

- **The Leading Source for Training:** More than 100 companies and agencies have chosen TAIT as their source to be trained on the DO requirements, including the County of Riverside, Irvine Ranch Water District, Boeing, ExxonMobil, ChevronTexaco, March Air Force Base and Federal Express. Please refer to the Additional Information tab for a complete list.
- **Strong Regulatory Relationships:** All of our personnel are aware of the importance of building strong working relationships with local CUPAs and maintaining a working knowledge of local and state regulations.

Individuals Authorized to Make Representations

The following individuals have been authorized by TAIT to make representations for this contract:

Timothy J. Ericsen
Designated Operator Manager
Tait & Associates, Inc.
701 N. Parkcenter Dr.
Santa Ana, CA 92705
(714) 560-8200
(714) 560-8211fax

Leticia Hernandez
Director
Tait & Associates, Inc.
1863 Neville St.
Orange, CA 92865
(714) 560-8222
(714) 685-0006

Erik B. Johnson
Vice President
Tait & Associates, Inc.
701 N. Parkcenter Dr.
Santa Ana, CA 92705
(714) 560-8200
(714) 560-8211

Thank you for the opportunity to present this proposal. We look forward to your favorable response and the opportunity to manage this compliance effort. Should you have any questions, you may contact me at 714-560-8200, or you may reach me via e-mail: tericsen@tait.com.

Sincerely yours,

TAIT & ASSOCIATES, INC.

Timothy J. Ericsen
Designated Operator Program Manager

Encl.

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Tait & Associates, Inc.
Engineering • Architecture • Environmental

November 9, 2004

Ms. Leticia Gordo
County of Los Angeles
Department of Public Works
900 South Fremont Ave.
Alhambra, CA 91803-5100

Dear Ms. Gordo,

Per our phone conversation, the following is a clarification of the Tait and Associates, Inc. proposal to provide UST Designated Operator Services for the Los Angeles County Department of Public Works:

The asterisked items in the Work Plan Scope of Work (p.20-25) highlight "value added" services that can be provided by Tait. These services are outside the scope of the monthly UST Designated Operator visual inspection and would be billed at the hourly rate for other UST functions (Item #2, Schedule of Prices).

We sincerely apologize if the inclusion of these "value added" services created any confusion or ambiguity. These additional services were included to provide the Los Angeles County Department of Public Works with the most comprehensive compliance solution available.

Sincerely,

Timothy J. Ericsen
Designated Operator Program Manager

Firm Capabilities

Tait & Associates, Inc. was established in 1964 when Dr. Kenneth E. Tait, P.E., left Standard Oil Company of California to form an architecture and engineering company specializing in providing site development services for the petroleum industry. Dr. Tait received his undergraduate and doctoral degrees in civil engineering from Montana State University and is a licensed professional engineer in 28 states. He was a pioneer in the area of vapor recovery and received numerous patents on processes he designed to mitigate the impact of petroleum emissions on air quality.

Still family owned and operated, Tait & Associates has expanded its capabilities beyond architecture and engineering to meet the changing needs of clients and the demands of the environmental and regulatory community. **Tait Environmental Management, Inc.** focuses on providing environmental site assessment, investigation and remediation services for chlorinated compound and petroleum-impacted (BTEX, MTBE, etc.) soil and groundwater. **Tait Environmental Systems** is a licensed general engineering contractor that specializes in the construction, maintenance, testing and repair of fuel storage and dispensing equipment. Together, the Tait companies provide a one-stop, full service source to comply with the ever-evolving and complex federal, state and local regulations that govern the installation and operation of fuel storage tank and dispensing equipment.

Financial Stability

Tait has been on a firm financial footing since 1964. Gross sales continue to climb, with fiscal 1999-00 company-wide sales totaling more than $26 million. Tait also maintains a complete business insurance portfolio to protect our clients. Tait's portfolio consists of the following coverage:

- General Liability - $5 million;
- Professional Liability - $1 million;
- Errors and Omissions - $1 million;

- Automobile Liability - $1 million; and
- Workers' Compensation - Statutory.

In four decades of doing business in the fields of engineering, environmental and construction, Tait has never had a claim against its insurance. Our listed Dun & Bradstreet (DUNS) Number is 04-991-4302. Our bank of record is Sanwa Bank, located at 9001 E. Whittier Blvd in Whittier, CA.

Recognized as a leader

Tait consistently ranks as one of the Top 500 Engineering Design Firms and Top 200 Environmental Firms in the United States by Engineering News Record (ENR) magazine. This past year, Tait ranked ninth among environment firms in Orange County by the Orange County Business Journal (OCBJ). Tait has also appeared in a number of local news and trade publications, including several recent articles and case histories regarding Bubblex, a new patented-approach to dual phase extraction for contaminated soil and groundwater.

Strategic Partner

Effective fuel tank system operation and environmental compliance programs require more than just a consultant—it necessitates a strategic partnership. Our clients rely on us to help them make critical decisions regarding site and equipment selection that will effective their business for years to come.

Knowledge-Based Assets

We understand that regulations have profound implications on your strategic management issues. The knowledge base of our personnel is one of Tait's greatest assets. We make a point of remaining up-to-date on all of the current laws and pending issues that govern the operation and maintenance of fuel tanks. Tait maintains a strong relationship with the local health care agencies; working knowledge of local and state regulations, including SCAQMD Rule 461; considerable experience with local building, fire and electrical codes; an in-depth understanding of regulations, including Senate Bill (SB) 989 and MTBE clean-up.

Safety

Our approach to Fuel Tanks System Operations and Environmental Compliance puts safety first. Protecting people from accidents and injury is a critical component of this type of work and we take it very seriously. We realize that if our efforts fall short, the consequences and costs can be staggering, both in terms of monetary and personal loss. We take a proactive approach to ensure safety on every job site. We strive to prevent accidents and injuries from occurring by ensuring all personnel, subcontractors and consultants adhere to our stringent health and safety procedures. We make a constant effort to identify and eliminate potential risks to our clients by:

- Providing on-going training of personnel.
- Maintaining proper working equipment.
- Responding quickly and effectively to emergencies or accidents.
- Abiding by OSHA regulations and cooperating with OSHA personnel.
- Complying with all applicable laws and regulations.
- Implementing client policies and procedures in a timely manner.
- Conducting periodic safety audits on job sites, personnel and equipment
- Performing reviews and evaluations to ensure compliance with all policies and procedures.

Full Service

- Tait has designed, built and obtained the necessary permits for hundreds of tank, piping and dispenser removal, replacement and upgrade projects in California on a wide assortment of facilities. Our environmental compliance division manages over 1,000 site annually.

Highly Skilled Project Management

Perhaps the most critical component of any project is the people who will be working on it. Success requires a highly skilled and technically proficient project manager who has the experience in providing the oversight, administration and planning of similar environmental compliance projects. It is also crucial that the project manager will be around for the duration of the contract. For this assignment, Tim Ericsen will be the program manager. Mr. Ericsen is a

recognized expert in the industry on the designated operator requirement and will be responsible for the overall success of this contract.

Training

Staying current with regulatory compliance issues and ensuring that the clients staff is aware of their responsibilities creates a need for well-developed and well-delivered training programs. Tait has been active in conducting environmental, health and safety (EHS) training programs for over 18 years for such groups as facility and corporate staff as well as those associated with academic institutions and we will do the same for you. For example, SB 989 requires that UST installers, Contractors, Owner/Operators meet Minimum Training Standards and Implement Facility Best Management Practices. It is unclear at the moment what will constitute the training policies, but a decision from SWRCB that outlines the requirements is expected by July 2001. Tait keeps all of its clients informed of the new training standards and is available to provide training to your personnel as needed.

Regulations

Much of our success in this specialized field is directly related to our experience with the regulatory authorities responsible for overseeing underground and above ground storage tank facilities. We are aware of the importance of maintaining solid working relations with regulatory agency personnel and strive to work with the agency as a "partner" making the regulator a part of the solution of environmental issues. We have extensive experience with the agencies typically involved with these projects, including County Environmental Health Departments, Air Quality Management Districts, the California Air Resources Board, the State Water Resources Quality Control Board and local building and fire departments.

Services

Tait has specialized in fuel storage and distribution systems and emergency generators since 1964. This includes the design, construction, service, maintenance, testing, certification and compliance of both underground and above ground storage systems. We have completed literally hundreds of projects and

programs on a wide assortment of facilities, including commercial service stations, utility switching stations, corporate maintenance yards and municipal and government fleet service facilities. The majority of our project experience has been in the petroleum industry. In fact, more than half of our projects have been completed for public and private sector clients, with an emphasis on upgrading, removing and installing underground and above ground storage tanks, piping and dispensing systems for fuel facilities.

Construction, Maintenance and Testing

We have compiled an impressive amount of project experience and have played a critical role in helping private companies and public agencies comply with environmental regulations.

- Underground and Above Ground Tank Removals and Installations
- Tank & Line Monitoring Systems (Testing, Repairs, Upgrades, New Installations)
- Water Intrusion Repairs
- Sump Repairs and Replacements
- Precision Product Line Testing
- S.I.R. Programs (Statistical Inventory Reconciliation)
- Vapor Recovery System Testing (Pressure Decay, Vapor Blockage, Dynamic Backpressure, A over L)
- Rule 461 SCAQMD Periodic Inspections
- Overspill Protection Installation (Spill Boxes)
- Overfill Protection Installation (Ball Floats, Drop Tube Flappers, High Level Alarms)
- Dispenser Pan Containment
- Helium Leak Pinpointing
- Meter Calibration
- Observation Wells (Monitor Water Table Around Tank Slab)
- Site Inspections & Site Surveys (Electronic Database)
- Remedial system installation, operation and maintenance
- Soil excavation and removal

Licenses

- A (CA Lic. #588098)
- B (General Contracting)
- C-10 (Electrical)
- ASB (Asbestos)
- HAZ (Hazardous Waste)

Equipment

We maintain certifications to install and perform maintenance on the following:

- Veeder-Root
- Emco-Wheaton
- Pollulert
- Leak Alert
- Ronan
- Red Jacket
- Tidel

Commitment

The team we assign to your project will be 100 percent committed to your company for the duration of each project it undertakes. No changes to the key personnel will be made without the input and consent of you.

Client Confidentiality

We recognize that we will have access to confidential information throughout duration of your project. We value your trust and will take all responsible measures to prevent the unauthorized disclosure of confidential information.

Experience

The following is a list of some recent and relevant examples of our experience in Fuel Tank System Operations and Environmental Compliance Programs.

County of Los Angeles, Aero Bureau
Tait & Associates performed complete design, construction documents and specifications for a new JP-4 and AV Gas storage and distribution system at the Los Angeles County Aero Bureau. The project included tanks, dispensers, island, canopy and permits.

County of Los Angeles Airport, Industry
Tait & Associates performed complete design, construction documents and specifications for a new jet fueling system at the Industry Airport in the County of Los Angeles. The scope of work included tanks, dispensers, island, canopy and permits.

County of Los Angeles, Internal Services Department
Tait & Associates performed complete design, construction documents and specifications for a new vehicle fueling system at the Los Angeles County Men's Central Jail. The project included tanks, dispensers, island, canopy and permits and was completed in 1991.

County of Los Angeles, Central Jail
Tait & Associates performed complete design, construction documents and specifications for the replacement of a diesel fuel supply system for boilers and emergency generators at the Los Angeles County Men's Central Jail.

County of Los Angeles, Special Enforcement Bureau
Tait & Associates performed complete design, construction documents and specifications for a new vehicle fueling system at the East Los Angeles Special Enforcement Bureau Sheriff Station.

Los Angeles County Fire Department
As a subcontractor to Dumarc Corporation, Tait was responsible for the removal of underground storage tanks and installation of above ground storage tanks and ensuring environmental compliance of fuel storage and distribution systems and

emergency generator systems at more than 20 Fire Stations located in Los Angeles County.

ExxonMobil Fuels Marketing Company

Tait provided the administration and management of the Environmental Compliance Program (ECAP) for Mobil service stations in Southern California. Tait was responsible for Database Management (Importing data from the contractor performing the audit at the service stations into Access database from Excel spreadsheets and performing various queries from the Access database as required by management); Finding Notifications (reviewing the findings for discrepancies and provide direction to assist the field personnel with closure activities); Finding Response Evaluation (evaluating open finding responses from the field personnel to determine if they meet compliance objectives); Finding Closure (providing research and technical support to assist the field personnel in closing findings); Program Tracking (developing and maintaining a program-tracking system to monitor the audit contractor's progress); and Procedure (Developing and revising program procedures as required, Set up of filing systems and conducting meetings involving contractors, field personnel, maintenance personnel, compliance personnel, regulators, and management).

Arco Products Company

An integral part of its annual statewide compliance program, Tait currently performs site inspections on 450+ retail facilities in Southern California for Arco. The inspections include certification of monitoring systems, coordination with the regulatory agencies and identification and on-site repair of systems, as needed.

SBC Communications (Pacific Bell)

To comply with the state requirements that govern the operation of back-up generators at its switching stations throughout California, SBC contracted Tait to provide annual certification services and agency coordination for 550 Veeder Root monitoring systems. We also perform source testing, calibration, etc. on roughly 100 fleet sites as needed, remotely monitor Veeder Root systems, perform service

calls an service the fuel management systems that we installed at all of SBC's facilities.

Tait also implemented a business process for the administration and management of SBC's Fuel Storage Tank Compliance Program. We developed a standard report format for Tait field personnel to upload site information, including equipment status, maintenance items, permit status and digital photos for SBC's Emergency Diesel Generators located at switching stations throughout California and Nevada. The site is accessible to SBC employees over the internet through a password-protected portal on Tait's corporate web site. The system is updated daily to provide information regarding the permit and maintenance status of SBC fuel sites.

ExxonMobil Fuels Marketing Company

Tait is currently a preferred contractor responsible for the construction work in ExxonMobil's SB989 compliance program at various sites in Southern California. The program includes secondary containment upgrades of piping, dispensers, etc. as well as permitting and coordination with regulatory authorities and inspectors.

United States Postal Service

Tait was responsible for the EPA Compliance program to meet the 1998 Underground Storage Tank regulations for seven sites in the San Diego District and five sites in the Los Angeles District. All of the sites required the upgrade of product dispensing units, sumps, piping, underground storage tanks and electronic monitoring equipment. The San Diego projects required close coordination with the San Diego County Air Pollution Control District, San Diego County Environmental Health Services, and local fire departments in the City of San Diego, El Cajon, Escondido, Oceanside and Vista. The Los Angeles projects required a close interface with the South Coast Air Quality Management District, the City of Los Angeles Fire Department and the County of Los Angeles Department of Public Works.

City of Huntington Beach

Tait was selected by the City of Huntington Beach Department of Public Works to provide a detailed study and recommendations to bring various UST facilities throughout the City into compliance with the state and federal UST regulations. The study was comprised of 11 sites throughout the city. The study addressed several specific items, including:

- Evaluating the existing UST system currently in place and all modifications necessary to comply with 1998 regulations;
- Outlining cost efficient alternatives to the current systems including removal, upgrade or replacement of systems, consolidation, a "card lock" system, or some combination;
- Performing a written Modification/Cost Comparison Study (M/CCS) with recommendations and alternatives.

It would have been easy to recommend that all of the UST systems be replaced, thereby eliminating all of the unknowns associated with modifying existing systems, and providing the highest level of liability mitigation. However, laws provided for alternative methods of providing this environmental protection. The recommended actions were based on a thorough overview of all existing systems, a strong consideration of the City's operational parameters, and potential of liability.

Subsequent to the study, Tait was hired to provide engineering, environmental and construction services for the removal and replacement of USTs at the City's Public Works Maintenance Facility and Water Yard.

Work Plan

The primary goal of this program is to ensure that LADPW fully complies with all aspects of auditing and training associated with California's Designated Operator (DO) requirements.

Much of TAIT's success in this specialized field is directly related to our knowledge of the ever-evolving environmental regulations that govern the legal operation of a fuel storage and dispensing facility in the state of California. We understand that these regulations have profound implications on your strategic management issues and we make a point of being on the forefront of the current laws and pending issues that affect your operations. Indeed, the most recent example of our prescience with respect to environmental regulations is the DO requirement. TAIT identified this requirement and began implementing a program to offer training and outsourcing services nearly three years before the SWRCB adopted the amendments to Title 23, Division 3, Chapter 16 of the UST Regulations.

Health and Safety Plan

TAIT's approach to working at Retail Marketing Facilities puts Safety First. Protecting people from accidents and injuries is a critical component of this type of work and we take it very seriously. We realize that if our efforts fall short, the consequences and costs can be staggering, both in terms of monetary and personal loss. As such, we always take a very proactive approach to ensure the safety of everyone on a given job site by adhering to specific health and safety procedures. To ensure that all health and safety procedures and practices are met TAIT has designated Timothy J. Ericsen as the Project Safety Official for LADPW's Designated Operator Program. Timothy J. Ericsen will be available at all times to abate any potential safety hazards and will have the authority and responsibility to shut down an operation if necessary.

For the implementation of LADPW's DO program, we have developed a specific Health and Safety Plan that identifies the potential hazards associated with a

program that requires roughly 820 site visits per year. The plan details the requirements and procedures that individual DOs will utilize to ensure their personal safety, the safety of LADPW employees and the safety of LADPW customers. The plan is consistent with LADPW's West Coast Business Unit Code of Safe Practices and Field Safety Program. Some of the topics addressed in the Health and Safety Plan include the following:

- Training of Personnel
- Accident Reporting
- Emergency Response Policy
- Safe Work Policy
- OSHA regulations
- LADPW policies and procedures
- Periodic Safety Audits
- Substance Abuse Prevention

Safety Passport System

Staffing Plan

Contract Coordinator

TAIT will provide a Contract Coordinator to serve as a single point of contact between LADPW and TAIT. TAIT understands that the success of this program hinges on sound communication between the two parties involved. TAIT's Contract Coordinator will establish a relationship with LADPW's Contract Maganger based on ease of access and open lines of communication. The Contract Coordinator will return all calls within two hours of receiving a call from LADPW. TAIT's Contract Coordinator will have immediate availability to training records and inspection schedules.

Designated Operators

With approximately 68 sites, 130 tanks, and 85 dispensers to be inspected monthly, TAIT will assign at least two certified Designated Operators to Los Angeles County. TAIT will work with LADPW to assign each Designated Operator

a specific region or cluster of UST sites splitting Los Angeles County into two sections, east and west. Because all inspection services need to be completed monthly at each site, and only Monday through Thursday between 6:30 am and 4:00 pm, the most effective way to provide this service is to devote two Designated Operators solely to Los Angeles County compliance program. These two Designated Operators will work four ten-hour days Monday through Friday to ensure all inspection schedules are met. The Designated Operator assigned to the east region will be listed at "Alternate 1" for the west region, and vice versa. This will ensure all sites are covered during period of absence (illness, vacation, etc.). In addition, a third Designated Operator will be listed as "Alternate 2" for all sites. This will provide additional flexibility and reduce TAIT's response time for other UST functions as requested by the Contract Manager.

Local Agency Notification

The names, license numbers, and certification expiration dates of all assigned Designated Operators will be provided to LADPW no later than seven days after contract award. Providing LADPW with this data in a timely fashion will help facilitate the Local Agency notification process.

Schedule

Upon award of this contract, TAIT will provide a schedule for all Public Works' UST site inspections. The comprehensive schedule will include:

- A detailed list of sites and specifics, i.e., facility name, site address, tank ID#, fuel type, size, purpose, comments, associated CUPA, and whether or not the tank is manned by LADPW.
- Proposed inspection date for all facilities.
- Estimated inspection time on specified date.
- Designated Operators name and pertinent information, i.e., license number and expiration date.

Monthly Inspections

Monthly inspections present several logistical challenges with respect to scheduling, personnel, IT infrastructure, management reporting, etc.

Our approach is as follows:

- Based on the location of the facilities, TAIT will establish a monthly route for each DO.
- From the established route, TAIT will set a monthly schedule for the DO. The schedule will be inputted into TAIT's computer-based management system.
- No later than seven days prior to the monthly inspection, TAIT will contact the Contract Manager via e-mail to provide a reminder of the date and time for upcoming inspections. The Contract Coordinator will work with the Contract Manager, through this notification process, to ensure that all facility employees requiring annual training are present during the monthly inspection visit (see Employee Training section).
- TAIT Designated Operators will perform the monthly inspections in accordance with Title 23, Section 2715 of the California Code of Regulations. This regulation does not require inspection of drop tubes and associated piping and as such, that service will not be provided by TAIT Designated Operators.
- TAIT will provide an on-site logbook to store Designated Operator and other certification/testing records. Time required compiling records external to the Designated Operator program will be billed hourly as "other UST functions requested by the Contract Manager" at the fee quoted in Item 2 of the Schedule of Prices.
- If requested, an electronic or hard-copy of the inspection report can be forwarded to the Contract Manager.
- The Contract Manager will be immediately notified of any non-compliant situation or item requiring follow-up action.

Employee Training

Employee training is a critical component of the DO program. The training is intended to be site-specific and must be conducted at the facility. This "on-the-job training" format enhances the employee's understanding of how the training

curriculum applies to his/her facility. In addition, the DO can answer site-specific questions and provide "hands-on" training with the equipment the employee works with on a daily basis. As such, TAIT will conduct all new employee training on site. This training will be accomplished concurrent with the monthly inspection visit.

TAIT will work closely with LADPW to establish a curriculum and ensure that all LADPW training standards are met and curriculum content is consistent with company standards and state regulations. Our approach is as follows:

- The DO will provide annual training for facility employees (Facility employees are defined as individuals employed on-site at an underground storage tank facility who may be called upon to respond to spills, overfills, or other problems associated with the operation of the underground storage tank system). All facility employees will receive training prior to the state mandated deadline of July 1, 2005. For facility employees hired subsequent to July 1, 2005, TAIT will provide training within 30 days of the date of hire.
- TAIT will conduct employee training during the monthly inspection visits. As previously described, TAIT will notify the Contract Manager at least seven days prior to the monthly inspection. It will be the responsibility of LADPW to ensure all personnel requiring training are present during the Designated Operator's monthly inspection. Extra visits for the sole purpose of training will be billed hourly as "other UST functions requested by the Contract Manager" at the fee quoted in Item 2 of the Schedule of Prices.

- LADPW will be responsible for providing TAIT with a complete list of individual's requiring employee training no later than May 1, 2005. The Contract Coordinator and Contract Manager shall work together closely to ensure the list is updated to reflect any employment status changes.
- At the conclusion of each training evolution, a copy of the Employee Training Record will be completed and retained on site. The Employee

Training Record will be signed by both the Designated Operator and the trainee.

- If requested, a copy of the Employee Training Record can be forwarded to the Contract Manager.

Quality Assurance

TAIT defines Quality Assurance (QA) as the planned and systematic actions necessary to provide adequate confidence that the various elements of the scope of work will be performed satisfactorily and conform to LADPW's requirements. TAIT defines Quality Control (QC) as the specific procedures involved in the QA process

For the implementation of LADPW's DO program, we have developed a specific QA/QC Plan. The QA/QC Plan is a critical component of our approach to the DO Program and our commitment to LADPW to ensure that 1) the work is done properly and 2) all of the sites achieve and sustain 100 percent compliance.

It is TAIT's responsibility to implement the QA/QC plan and to ensure that all project personnel and each DO is knowledgeable of the requirements set forth in the Scope of Work and to ensure that all stations are audited on a monthly basis and new employees trained in a timely and efficient manner with minimal impact to the site operations.

TAIT's QA/QC Plan details procedures that will be utilized to assure the auditor is performing as expected. Some of the topics addressed in the QA/QC Plan include the following:

- Thorough review and understanding of the contract requirements to ensure all items in the scope of work have been addressed.
- Prior to performing any audits, each individual working on this program will, at a minimum, possess a Valid California UST DO certification, a Valid Driver's License and a certificate that the DO has successfully passed a behind-the-wheel defensive driver's course.

- Provide training to all personnel in visual inspection and training procedures including not only the basis requirements, but also how to interact with facility managers, employees, LADPW customers and regulatory personnel. TAIT's training will be an ongoing program including the review of Monthly Inspection Forms, Record Keeping, Safety, Employee driving records, etc.
- A system of review and checks to ensure that all Monthly Inspections and Training is properly completed. This will include periodic audits of facilities, review of paperwork and documentation, safety procedures, information inputted to the database, etc.
- Maintain a list of all Designated Operators assigned to LADPW sites, along with a copy of their certification from the International Code Council.

Compliance

TAIT will comply with all applicable provisions of:

- The United States Environmental Protection Agency (EPA) regulations
- The California State Environmental Protection Agency (CalEPA)
- State Water Resources Control Board, California Code of Regulation (CCR) Title 23, Division 3, Chapter 16, "Underground Storage Tank Regulation and/or all other relevant regulations."
- AQMD – Rule 461 and/or all other relevant regulations.
- Provisions of the California Health and Safety Code Division 7, Chapter 6.7 and/or all other relevant regulations.
- Including local agency (CUPA) UST jurisdiction requirements relating to UST and fuel dispensing operations.
- TAIT will immediately contact the Contract Manager regarding any non-compliant issues observed during inspections. TAIT will provide a coordinator to be the single point of contact for correspondence with LADPW.

- TAIT will comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at LADPW's job sites including but not limited to:
    a. Hard Hats to be worn at all times while on site.
    b. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements.

Liability

As stated by code, the Designated UST Operator is the individual designated by the owner to have responsibility for training facility employees and conducting monthly visual inspections. This individual is not considered the Operator as that term is defined in chapter 6.7 of Division 20 of the HSC, and therefore assumes no liability for the site or releases to the environment. (The Operator is defined as any person in control of, or having daily responsibility for the operation of an underground storage tank system.) Tait Environmental Systems does not assume implied or overt indemnification by contracting for Designated Operator services.

SCOPE OF WORK

The scope of work is based on the request for proposal received from you dated October 12th, 2004, to assist LADPW in complying with all auditing and training requirements associated with California's DO requirements as defined by the State Water Resources Control Board's adopted amendments to the UST Regulations (Title 23, Division 3, Chapter 16 of the California Code of Regulations). No additional work that will increase our fees will be performed without your written authorization. TAIT understands and will comply with all "General Conditions of Contract Work" in the RFP dated October 12th, 2004.

All personnel assigned to this program will possess a current "California UST Designated Operator" certification obtained from the International Code Council (ICC) by January 1, 2005, and will renew their certification every 24 months thereafter.

The Designated Operator has two primary responsibilities:
Conduct monthly visual inspections (Audits) of the UST facility.
Provide on-the-job training for facility employees every 12 months upon award of the contract.

In addition to the requirements set forth by the California Code of regulations, TAIT has proposed to perform several value-added services at no additional charge to LADPW. The value-added services have been proposed to enhance LADPW's overall image and compliance and are denoted with an asterisk on the scope of work outlined below.

Monthly Audits
TAIT will conduct monthly visual inspections of the UST facility, as required by the California Code of Regulations, Title 23, Chapter 16 sections (§2715(c) & (d)).
Schedule monthly inspections for each facility:
Ensure all monthly inspections are assigned.
Ensure all monthly inspections are completed.
Ensure results are recorded on inspection report.
Ensure all compliance risks are reported to LADPW.
Ensure all compliance risks are closed out.
Ensure a copy of the inspection result is left at the site.

UST Alarm Panel
Visual Inspections for each facility:
Review of the alarm history for the past 30 days.
If alarm was triggered,
Review records to ensure alarm was "closed out".
If not closed out, contact LADPW.
Initiate inspection of containment sumps.
Initiate inspection of annular sensor.
Document communication.

Review UST alarm log.
Ensure alarm log is completed daily.
If not, contact LADPW.
Document communication.

Dispensers/Stage II
Visual inspection of under-dispenser containment (UDC).
Ensure UDC is free of liquid and/or debris.
If not, contact LADPW.
Document communication.
Ensure probe is located at the lowest point.
If not, contact LADPW.
Document communication.
Document date of last filter replacement.*
Replace filter quarterly. *
Document replacement.
Place filter in an DOT approved Hazardous Waste Drum
If drum is empty:
Ensure label is completed and attached.
Visual Inspection of hanging hardware.*
Ensure hose if free of tears, kinks and not flat
Ensure hose is installed right side up.
Ensure breakaway is CARB certified.
Ensure breakaway is installed and secure.
Ensure breakaway is free from leaks or drips.
Ensure nozzle bellow is free from tears.
Ensure faceplate is free from cuts and tears.
Ensure nozzle is CARB certified.
Ensure nozzle hold open latch is functional.
Ensure the cord at the retractor is tight and does not allow hose to fall more than one inch.
For all compliance risks notify manager.

Contact LADPW.
Document communication.
Decals
Ensure each product/grade decal is present.
Ensure all applicable local air agency decals are present.

Tank Top
Visual inspection of spill containers.
Ensure spill containment is free of liquid and/or debris.
If not, contact LADPW.
Document communication.
Fill side containment:*
Ensure drain valve is properly located.
If not, repair.
Document repair on form.
Ensure drain valve is functional.
If not, contact LADPW.
Document communication.
If present, ensure chain is in place and not disconnected from valve.
If not, reconnect if possible.
Document repair on form.
If unable to repair, contact LADPW.
Document communication.
Visual inspection of certain Phase 1 components.*
Fill and Vapor caps
Ensure caps are present.
If not, contact LADPW.
Document communication.
Ensure caps are secured in place.
If not, secure caps.
Document repair on form.
Ensure gaskets are present and in good condition.

If not, contact LADPW.
Document communication.
Poppet valve
Ensure poppet valve is working properly
Depress valve
Ensure it rises back to closed position evenly and smoothly.
If not, contact LADPW.
Document communication.

Record keeping
Review of Record keeping
Monthly Throughputs and Variances*
UST Alarm Log
Daily Equipment Checklist*
Repair Log*
Tests/Inspections*
Spill/Loss Logs*
Contractor Work Orders*
Current UST Permit*
Current Air Permit*
Financial Responsibility Letter*
Monitoring and Response Plan*
Business Emergency Response Plan*
Waste Manifests*
Training*
Owner/Operator Agreement* (COFO and CODO only)
EPA ID number*
Ensure the accurate Phase 1 Executive Order is present and corresponds to the Phase 1 system installed and reflected on the air permit.*

Hazardous Waste Management*
Visual inspection of Hazardous Waste Containers *

Ensure Labels are adhered to waste drum properly
If not, contact LADPW.
Document communication.
Ensure Drums are in good condition
If not, contact LADPW.
Document communication.
Ensure waste on-site does not accumulate for no more than 90 days.
If past 90 days, contact LADPW.
Document communication.

Training

TAIT will provide on-the-job training for facility employees as required by the California Code of Regulations, Title 23, Chapter 16 section (§2715(f)).

- The training will consist of a 15-30 minute facility walk-through highlighting:
- The operation of the underground storage tank system in a manner consistent with LADPW's "best management practices."
- The employee's role with regard to the monitoring equipment.
- The employee's role with regard to spills and overfills.
- Contact person(s) for emergencies and monitoring equipment alarms.

Any additional inspection requirements imposed by the Local Agency (CUPA) will be considered outside the scope of this proposal

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INTERNATIONAL CODE COUNCIL

RAYMOND A FEE

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

UST CALIFORNIA SYSTEM OPERATOR

given this day of August 18, 2004

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5240922-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

RYAN P JOHNSON

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

UST CALIFORNIA SYSTEM OPERATOR

given this day of July 23, 2004

5238733-UC
Certificate Number

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

ICC
INTERNATIONAL CODE COUNCIL®

Nov. 04 2004 12:04PM P2
FAX NO. :4339790
FROM :AMPM

INTERNATIONAL CODE COUNCIL

PAUL MCLANE

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

UST CALIFORNIA SYSTEM OPERATOR

given this day of July 23, 2004

5238651-UC
Certificate Number

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

ICC
INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

FOTIOS M BREWER

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

CALIFORNIA UST SYSTEM OPERATOR

given this day of January 15, 2004

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5227109-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

11/04/2004 19:04 FAX 9168581011 TAIT ENVIRONMENTAL 004
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RONAN

RONAN
Engineering Company

CERTIFICATE OF COMPLETION

RONAN ENGINEERING COMPANY
LEAK DETECTION MEASUREMENT DIVISION
AUTHORIZED SERVICE CONTRACTOR

Presented to:

Mr. Craig Block

Has successfully completed training course for
Ronan Series X76 Leak Detection Monitors

Signed _____

Issue Date: October 26, 2004

Certification No.: 76030401

INTERNATIONAL CODE COUNCIL

WILLARD V DUREE

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

UST CALIFORNIA SYSTEM OPERATOR

given this day of August 13, 2004

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5240864-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

RUBEN BECERRA

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

UST CALIFORNIA SYSTEM OPERATOR

given this day of July 30, 2004

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5238591-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

LETICIA C HERNANDEZ

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

CALIFORNIA UST SYSTEM OPERATOR

given this day of December 31, 2003

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5225143-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

JAMES D STREITZ

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

CALIFORNIA UST SYSTEM OPERATOR

given this day of November 7, 2003

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5223687-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

PAMELA YERKES

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

CALIFORNIA UST SYSTEM OPERATOR

given this day of April 14, 2004

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5232518-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

REX T ABACAN

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination(s) based on codes and standards then in effect, and is hereby issued this certification as:

CALIFORNIA UST SYSTEM OPERATOR

given this day of January 15, 2004

Anne R. vonWeller
President, ICC Board of Directors

James L. Witt
ICC Chief Executive Officer

5227108-UC
Certificate Number

ICC
INTERNATIONAL CODE COUNCIL®

California UST System Operator

Promissor ID: XX4141010984

Name: STEPHEN GRAHAM

Address: 11424 CRESSON ST

NORWALK CA 90650

Date: 08/27/2004

Birth Date: 07/16/1965

SSN: 567357182

EXAMINATION RESULT: **PASS**

Congratulations! You have passed the California UST System Operator examination. Your wallet card and certificate will be forwarded to you by ICC within six weeks from the last day of the month in which you tested. This certificate is current for two years.

It is extremely important that you notify Promissor and ICC of any changes in name and/or address to avoid the possibility of your certificate not being received. Please contact Promissor at 800-275-8301 and ICC at 877-783-3926 with changes to your name and address. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address.

TO VERIFY AUTHENTICITY OF THIS DOCUMENT, YOU MUST TURN OVER AND RUB THE PROMISSOR LOGO WITH FINGER. AUTHENTIC DOCUMENT WILL CHANGE COLOR FROM ORANGE TO YELLOW

INTERNATIONAL CODE COUNCIL

California UST System Operator

Promissor ID: XX4141010986

Name: DRAGAN PESIC

Address: 1260 west 17th st

SAN PEDRO CA 90731

Date: 08/27/2004

Birth Date: Invalid DateTime

SSN: 555068544

EXAMINATION RESULT: **PASS**

Congratulations! You have passed the California UST System Operator examination. Your wallet card and certificate will be forwarded to you by ICC within six weeks from the last day of the month in which you tested. This certificate is current for two years.

It is extremely important that you notify Promissor and ICC of any changes in name and/or address to avoid the possibility of your certificate not being received. Please contact Promissor at 800-275-8301 and ICC at 877-783-3926 with changes to your name and address. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address.

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND THAT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH LEFT AND RIGHT

TO VERIFY AUTHENTICITY OF THIS DOCUMENT YOU MUST TURN OVER AND RUB THE PROMISSOR LOGO WITH FINGER. AUTHENTIC DOCUMENT WILL CHANGE COLOR FROM ORANGE TO YELLOW

California UST Service Technician

Promissor ID: XX4141007504

Name: JUSTIN HAM

Date: 09/08/2004

Address: 15132 GRAND AVE

Birth Date: 12/15/1973

APT 9

SSN: 569394557

Lake Elsinore CA 92530

EXAMINATION RESULT: **PASS**

Congratulations! You have passed the California UST Service Technician examination. Your wallet card and certificate will be forwarded to you by ICC within six weeks from the last day of the month in which you tested. This certificate is current for two years.

It is extremely important that you notify Promissor and ICC of any changes in name and/or address to avoid the possibility of your certificate not being received. Please contact Promissor at 800-275-8301 and ICC at 877-783-3926 with changes to your name and address. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address.

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND THAT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH LEFT AND RIGHT

TO VERIFY AUTHENTICITY OF THIS DOCUMENT YOU MUST TURN OVER AND RUB THE PROMISSOR LOGO WITH FINGER. AUTHENTIC DOCUMENT WILL CHANGE COLOR FROM ORANGE TO YELLOW

INTERNATIONAL CODE COUNCIL

California UST Service Technician

Promissor ID: XX4141012528

Name: PATRICK HERRMANN

Date: 10/30/2004

Address: 11 280 TRADE CENTER DRIVE

Birth Date: 01/20/1978

SSN: 614057258

RANCHO CORDOVA CA 95742

EXAMINATION RESULT: PASS

Congratulations! You have passed the California UST Service Technician examination. Your wallet card and certificate will be forwarded to you by ICC within six weeks from the last day of the month in which you tested. This certificate is current for two years.

It is extremely important that you notify Promissor and ICC of any changes in name and/or address to avoid the possibility of your certificate not being received. Please contact Promissor at 800-275-8301 and ICC at 877-783-3926 with changes to your name and address. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address.

TO VERIFY AUTHENTICITY OF THIS DOCUMENT YOU MUST TURN OVER AND RUB THE PROMISSOR LOGO WITH FINGER. AUTHENTIC DOCUMENT WILL CHANGE COLOR FROM ORANGE TO YELLOW

California UST System Operator

INTERNATIONAL CODE COUNCIL

Promissor ID: XX4111010253

Name: ADOLFO AGUILAR

Address: 2308 E NUGENT STREET

LANCASTER CA 93535

Date: 07/23/2004

Birth Date: 06/07/1980

SSN: 610862369

EXAMINATION RESULT: PASS

Congratulations! You have passed the California UST System Operator examination. Your wallet card and certificate will be forwarded to you by ICC within six weeks from the last day of the month in which you tested. This certificate is current for two years.

It is extremely important that you notify Promissor and ICC of any changes in name and/or address to avoid the possibility of your certificate not being received. Please contact Promissor at 800-275-9301 and ICC at 877-783-4926 with changes to your name and address. There may be an additional fee if a certification is reissued due to a misspelled name or incorrect address.

VERIFY AUTHENTICITY OF THIS DOCUMENT YOU MUST [illegible] AND RUB THE PROMISSOR LOGO WITH FINGER [illegible] DOCUMENT WILL CHANGE COLOR FROM ORANGE TO YELLOW

California UST System Operator

Promissor ID: XX4141010438

Name: ROBERT ALLEN

Date: 07/23/2004

Address: 1525 PLAZA DE NOCHE

Birth Date: 04/28/1957

APT 3

SSN: 570156640

CORONA CA 92882

EXAMINATION RESULT: PASS

Congratulations! You have passed the California UST System Operator examination. Your wallet card and certificate will be forwarded to you by ICC within six weeks from the last day of the month in which you tested. This certificate is current for two years.

It is extremely important that you notify Promissor and ICC of any changes in name and/or address to avoid the possibility of your certificate not being received. Please contact Promissor at 800-275-8301 and ICC at 877-783-3926 with changes to your name and address. There may be an additional fee if a certification is re-issued due to a misspelled name or incorrect address.

TIMOTHY J ERICSEN

CALIFORNIA UST SYSTEM OPERATOR

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination.

Expiration date: September 2, 2006

No. 5223666-UC

Not valid unless signed by certificate holder.

ICC certification attests to competent knowledge of codes and standards.

PAUL J YELLISH

CALIFORNIA UST SERVICE TECHNICIAN

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination.

Expiration date: August 26, 2006

No. 5240768-UT

Not valid unless signed by certificate holder.

ICC certification attests to competent knowledge of codes and standards.

PAUL J YELLISH

CALIFORNIA UST SYSTEM OPERATOR

The individual named hereon is CERTIFIED in the category shown, having been so certified pursuant to successful completion of the prescribed written examination.

Expiration date: August 4, 2006

No. 5240768-UC

Not valid unless signed by certificate holder.

ICC certification attests to competent knowledge of codes and standards.

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Consumer Affairs

License Number 258672 Entity CORP

Business Name TAIT & ASSOCIATES INC

Classification(s) A HAZ

Expiration Date 01/31/2006

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Consumer Affairs

License Number 588098 Entity CORP

Business Name TAIT ENVIRONMENTAL MANAGEMENT INC

Classification(s) C10 B A ASB HAZ

Expiration Date 02/28/2006

Client#: 6420 TAITASSOC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 09/15/04

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana, CA 92711-0550
714 427-6810

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

INSURED
Tait & Associates Inc
Tait Environmental Management
P.O. Box 11118
Santa Ana, CA 92711-1118

INSURERS AFFORDING COVERAGE

INSURER A: XL Specialty Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER Professional Liability	DPR9406213	09/14/04	09/14/05	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Evidence of coverage in force.

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ___

For Proposal Use Only

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, B~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

AUTHORIZED REPRESENTATIVE
RLL

© ACORD CORPORATION 1988

ACORD CERTIFICATE C LIABILITY INSURANCE

OP ID GK TAIT&-1

DATE (MM/DD/YYYY) 09/01/04

PRODUCER
Brakke-Schafnits Ins. Brokers
License #0428915
28202 Cabot Road, Suite 500
Laguna Niguel CA 92677-1251
Phone: 949-365-5100 Fax: 949-365-5161

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

INSURED
Tait & Associates, Inc., dba:
Tait Environmental Systems;
Tait Environemental Management
Inc.; Environmental
Services Properties, LLC
P O Box 11118
Santa Ana CA 92711-1118

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Axis Specialty Ins Company	
INSURER B:	Travelers Property & Casualty	
INSURER C:	National Union Fire of Pitt PA	
INSURER D:	State Compensation Ins Fund	
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	DPC0001285-00	09/01/04	09/01/05	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pol Agg	$ 1000000 $ 100000 $ $ 1000000 $ 2000000 $ 1000000 4000000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	P-810-153D8178-TIL-0	09/01/04	09/01/05	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 25000	BE2681210	09/01/04	09/01/05	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	092000018504 CALIFORNIA ONLY	07/01/04	07/01/05	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gabriella Kaufman

© ACORD CORPORATION 1988

FORM PW - 1

VERIFICATION OF PROPOSAL

DATE: Nov. 8th , 200 4	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.	
2. NAME OF SERVICE: UST Designated Operator	
DECLARANT INFORMATION	
3. NAME OF DECLARANT: Erik B. Johnson	
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).	
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS:	
PROPOSER INFORMATION	
6. Proposer's full legal name:	Tait & Associates, Inc.
7. Proposer's fictitious business name or dba (if any):	
8. The Proposer's form of business entity is (CHECK ONLY ONE):	
☐ Sole proprietor	
☑ A corporation:	Corporation's principal place of business: Santa Ana
	State of incorporation: California
	President/CEO: Thomas F. Tait
	Secretary:
☐ A general partnership:	Names of partners:
☐ A limited partnership:	Name of general partner:
☐ A joint venture of:	Names of joint venturers:
☐ A limited liability company:	Name of managing member:

9. The only persons or firms interested in this proposal as principals are the following:

Name(s) Thomas Tait	Title President	Phone 714.560.8200	Fax 714.560.8211
Street 701 N. Parkcenter	City Santa Ana	State California	Zip 92705
Name(s) K. Richard Tait	Title Vice President	Phone 714.560.8200	Fax 714.560.8211
Street 701 N. Parkcenter Dr.	City Santa Ana	State California	Zip 92705
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.

11. CHECK ONE:

☑ (1) I am making these representations on my personal knowledge;

OR

☐ (2) I am making these representations based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Signature of Proposer or Authorized Agent:	Erik B. Johnson
Type name and title:	Erik B. Johnson, Vice President

FORM PW-2

SCHEDULE OF PRICES

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are but estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	UNITS/ FREQUENCY	PROPOSED PRICE
1.	UST DESIGNATED OPERATOR TASKS				
* 1.a	Monthly UST inspection, of one tank complete including sumps, spill-boxes, drop tube, and piping.	Each Tank	$ 55.00 /month	130 x 12	$ 85,800.00
* 1.b	Monthly UST inspection, of one dispenser complete including under dispenser containment, hoses and piping.	Each Dispenser	$ 45.00 /month	85 x 12	$ 45,900.00
1.c	Monthly UST administrative inspection of site paper work, monitor alarms, training, and update log book.	Each Site	$ 25.00 /month	70 x 12	$ 21,000
2.	Hourly rate for "Designated Operator" to perform other UST functions as requested by Contract Manager.	Each Hour	$ 60.00	120	$ 7,200.00
** 3a.	Annual "Facility Employee" training.	Each Employee	$ 100.00	136	$ 13,600.00
** 3b.	New "Facility Employee" training.	Each Employee	$ 100.00	15	$ 1,500.00
				TOTAL PROPOSED ANNUAL PRICE	$ 182,800.00

LEGAL NAME OF PROPOSER: Erik B. Johnson		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL: Erik B. Johnson		
TITLE OF AUTHORIZED PERSON: Program Vice President		
DATE: 11/08/04	STATE CONTRACTOR'S LICENSE NUMBER:	LICENSE TYPE:
PROPOSER'S ADDRESS: Tait & Associates, Inc., 701 N. Parkcenter Dr. Santa Ana, CA 92705		
PHONE: 714.560.8200	FAX: 714.560.8211	E-MAIL: ejohnson@tait.com

*This does not include inspection of drop tube & piping. This price is for visual inspection per the California D.O. Regulation, only.

**All training will be done as part of the routine monthly UST inspection. Additional trips and training will be charged under item 2.

FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Tait & Associates, Inc.		
Company Address: 701 N. Parkcenter Dr.		
City: Santa Ana	State: CA	Zip Code: 92705
Telephone Number: 714.560.8200		
(Type of Goods or Services): Environmental Testing and Repair Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Erik B. Johnson	Program Vice President
Signature: Erik B. Johnson	Date: November 8th, 2004

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Designated Operator Services SERVICE BY PROPOSER Designated Operator
PROPOSAL DATE: November 8th, 2004

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1999	2000	2001	2002	2003	Total	Current Year to Date
1. Number of contracts		100+	150+	150+	200+	200+	
2. Total dollar amount of Contracts (in thousands of dollars)		~22,00	~26,000	~28,500	~30,000	~32000	
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	2	1	0	2	5	5
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	0	29	35	2	130	196	196

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

November 8th, 2004 - Erik B. Johnson
Date Name of Proposer or Authorized Agent (print)

Erik B. Johnson
Signature

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Erik B. Johnson

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☑ President, Secretary, or other proper title) Vice President

of Tait & Associates, Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited**. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
>   (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
>   (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Erik B. Johnson Date November 8th, 2004

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: LADPW - UST Designated Operator Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES.

All contracts with the County during the previous three years must be listed.

SERVICE: Environmental	DATES: 2/2000
DEPT/ DISTRICT: L.A. Sheriff's Department	
CONTACT: Larry Alvine	
TELEPHONE: 310.222.5438	
FAX:	

SERVICE: Environmental	DATES: 2/2000
DEPT/DISTRICT L.A. Sheriff's Department	
CONTACT: Bruce Kragen	
TELEPHONE: 626.300.3012	
FAX:	

SERVICE: UST Engineering	DATES: Current
DEPT/ DISTRICT: LADPW - Geology	
CONTACT: Jim Shuttenworth	
TELEPHONE: 626.458.4923	
FAX: 626.458.4913	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: UST Compliance	DATES: Current
AGENCY/ FIRM: BP West Coast Products	
ADDRESS: 4 Centerpointe, La Palma	
CONTACT: Vesta Slayman	
TELEPHONE: 714.560.5311	
FAX:	

SERVICE: UST Compliance	DATES: Current
AGENCY/ FIRM: SBC Communication	
ADDRESS:	
CONTACT: Andy Taylor	
TELEPHONE: 925.823.6161	
FAX:	

SERVICE: UST Compliance	DATES: Current
AGENCY/ FIRM: ConocoPhillips	
ADDRESS:	
CONTACT: David Harris	
TELEPHONE: 714.428.7737	
FAX:	

SERVICE: UST - Training	DATES: Current
AGENCY/ FIRM: World Oil	
ADDRESS:	
CONTACT: Joe Partida	
TELEPHONE: 310.212.2951	
FAX:	

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Tait & Associates, Inc.
Address	701 N. Parkcenter Dr., Santa Ana, CA 92705
Internal Revenue Service Employer Identification Number	95-2395818

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	☑ YES ☐ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	☑ YES ☐ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	☑ YES ☐ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	☑ YES ☐ NO

Authorized representative	Erik B. Johnson
Signature	Erik B. Johnson
Date	November 11, 2004

FORM PW-8

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

Name under which Sub-contractor is licensed	License Number	Address	Specific Description of Subcontract work
N/A - All Work Done In House	N/A	N/A	N/A

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Tait & Associates, Inc.	
☑ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☑ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): ~252					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	1
Hispanic/Latino			0	1	53	5
Asian or Pacific Islander			0		5	0
American Indian						
Filipino					5	1
White	2		10		140	27

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, to the best of my knowledge.

Authorized Signature:	Title:	Date:
Erik B. Tait	Designated Operator Signature	November 8th, 2004

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

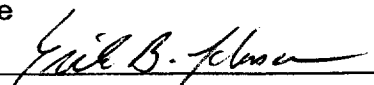
The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

☑ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title Vice President
Firm Name Erik B. Johnson	Date November 8th, 2004

Designated UST Operator Monthly Visual Inspection Checklist

Facility Name: Los Angeles County Department of Public Works (12)	Inspection Date: 11/6/2004
Facility Address: 900 South Freemont Avenue	Check In Time: 2:56 PM
City: Alhambra	Zip Code: 91803-
Designated UST Operator Conducting the Inspection: Bill Duree	
International Code Council Certification #: A000136	Expiration Date: 8/8/2004
Signature:	Phone: (714) 560-8213

Y = Yes, N = No, NA = Not Applicable

Item	MONITORING PANEL / ALARM HISTORY	Y	N	NA
1	Monitoring system is powered on and in proper operating mode.	☑	☐	☐
2	Monitoring system is "not" currently showing any alarms or warnings.	☑	☐	☐
3	Alarm history report/log for the previous month is available, and has been reviewed by the Designated UST Operator. *(Attach a copy of the alarm history report/log to this form if available.)*	☑	☐	☐
4	Each alarm for the previous month has been responded to appropriately.	☑	☐	☐
5	Sensors located in tank-top containment sumps have not alarmed in the past month.	☐	☑	☐
5a	- *List all tank-top sumps where alarms occurred in the past mont* — T1 diesel fill; T1 diesel stp *Note: Sumps where an alarm has occurred in the past month must be inspected unless a qualified service technician responded to, and properly addressed, the cause of the alarm. Attach documentation verifying appropriate service to this report. If sump inspection is required, record results in item 6, below.*			

Item	UST SYSTEM INSPECTION	Y	N	NA		Y	N	NA
6	Tank-top containment sumps are free of water, debris, and hazardous substance. Sensors are located properly. *Note: Visual inspection of sumps is only required in sumps where an alarm has occurred in the past month for which there is no service record.*							
	a. Sump Location: T1 diesel fill	☑	☐	☐	*d. Sump Location:*	☐	☐	☑
	b. Sump Location: T1 diesel stp	☐	☑	☐	*e. Sump Location:*	☐	☐	☑
	c. Sump Location:	☐	☐	☑	*f. Sump Location:*	☐	☐	☑
7	Spill containment structures are free of water, debris, and hazardous substance.							
	a. Tank 1 - Contents: diesel	☑	☐	☐	*d. Tank 4 - Contents:*	☐	☐	☑
	b. Tank 2 - Contents:	☐	☐	☑	*e. Tank 5 - Contents:*	☐	☐	☑
	c. Tank 3 - Contents:	☐	☐	☑	*f. Tank 6 - Contents:*	☐	☐	☑
8	Under-dispenser containment areas are free of water, debris, and hazardous substance. Sensors are located properly.							
	a. Dispenser 1 / 2	☐	☐	☑	*g. Dispenser 13 / 14*	☐	☐	☑
	b. Dispenser 3 / 4	☐	☐	☑	*h. Dispenser 15 / 16*	☐	☐	☑
	c. Dispenser 5 / 6	☐	☐	☑	*i. Dispenser 17 / 18*	☐	☐	☑
	d. Dispenser 7 / 8	☐	☐	☑	*j. Dispenser 19 / 20*	☐	☐	☑
	e. Dispenser 9 / 10	☐	☐	☑	*k. Dispenser 21 / 22*	☐	☐	☑
	f. Dispenser 11 / 12	☐	☐	☑	*l. Dispenser 23 / 24*	☐	☐	☑

Item	PAPERWORK INSPECTION	Y	N	NA	Date Done
9	Monitoring system certification has been completed within the past 12 months.	☑	☐	☐	10/19/2004
10	Secondary containment tests have been completed within the required timeframe.	☐	☑	☐	10/19/2001
11	Spill containment structure (bucket) testing was completed within the past year.	☑	☐	☐	10/19/2004
12	Tank tightness testing was completed within required timeframe.	☐	☐	☑	
13	Line tightness testing was completed within required timeframe.	☐	☐	☑	
14	Other required testing/maintenance was completed within required timeframe. *(List test/maintenance items below.)*				
	a. Test/Maintenance	☐	☐	☑	
	b. Test/Maintenance	☐	☐	☑	
	c. Test/Maintenance	☐	☐	☑	
	d. Test/Maintenance	☐	☐	☑	

Item	FACILITY EMPLOYEE TRAINING	Y	N	NA
15	All facility employees have received the required on-the-job training within the past year.	☐	☑	☐
16	All facility employees hired within the past 30 days have received the required on-the-job training.	☐	☑	☐

NOTE: Any answer of "N" requires follow-up explanations in the "Issues" and "Actions" sections on following page.

Designated UST Operator Monthly Visual Inspection Checklist (contd.)

ISSUES: Facility Name: Los Angeles County Department of Public Works (12) Inspection Date: 11/6/2004

1. N/A	6f. N/A	8d. N/A	10. Exceeded 3 year
2. N/A	7a. N/A	8e. N/A	11. N/A
3. N/A	7b. N/A	8f. N/A	12. N/A
4. N/A	7c. N/A	8g. N/A	13. N/A
5. Sump sensor alarmed	7d. N/A	8h. N/A	14a. N/A
6a. N/A	7e. N/A	8i. N/A	14b. N/A
6b. W & HS	7f. N/A	8j. N/A	14c. N/A
6c. N/A	8a. N/A	8k. N/A	14d. N/A
6d. N/A	8b. N/A	8l. N/A	15. Need annual training
6e. N/A	8c. N/A	9. N/A	16. Need 30-day training

ABBREVIATION LEGEND: W = water; D = debris; HS = hazardous substance; SIM = sensor improperly located

ACTIONS:

1. N/A	6f. N/A	8d. N/A	10. Alerted owner & operator
2. N/A	7a. N/A	8e. N/A	11. N/A
3. N/A	7b. N/A	8f. N/A	12. N/A
4. N/A	7c. N/A	8g. N/A	13. N/A
5. Alerted owner & operator	7d. N/A	8h. N/A	14a. N/A
6a. N/A	7e. N/A	8i. N/A	14b. N/A
6b. Alerted owner & operator	7f. N/A	8j. N/A	14c. N/A
6c. N/A	8a. N/A	8k. N/A	14d. N/A
6d. N/A	8b. N/A	8l. N/A	15. Trained personnel
6e. N/A	8c. N/A	9. N/A	16. Trained personnel

ADDITIONAL NOTES: Questions 1 - 14 (Precede response with question designation [e.g. Q7c])

Tab to exit

ADDITIONAL NOTES: Question 15 (Enter name and trained date)

James Merney (10/2/03)

ADDITIONAL NOTES: Question 16 (Enter name and hired date)

Jerry Kraemer (10/1/04)

FACILITY PERSONNEL TRAINING LOG:

Trainee Name	Hired Date	Trained Date
Al Roy	3/22/2003	8/25/2004
James Ly	6/13/2002	8/25/2004
Joe Amtig	9/12/2001	8/25/2004
Maria Baker	5/30/1999	8/25/2004
John Vincent	4/14/2004	8/25/2004

Performed: Inspection & Training **Inspection and Training Status:** Complete **Check Out Time:** 3:24 PM

INSTRUCTIONS:

Monthly visual inspection of the UST system must be conducted by a Designated UST Operator, who possesses a current "California UST System Operator" certification issued by the International Code Council.

A copy of this monthly visual inspection checklist must be provided to the UST Owner or Operator.

The Designated UST Operator must alert the UST Owner or Operator to any condition discovered during the monthly visual inspection that may require follow-up actions.

The UST Owner or Operator must maintain a copy of this monthly visual inspection checklist and all attachments for the previous 12 months. The records must be maintained on-site or, if approved by the local agency, off-site at a readily available location.

Companies Tait & Associates, Inc. has provided Designated Operator Services for:

Acces Inc.
Air Flite, Inc.
Air Product Sand Chemicals
Alamitos Bay Marine
Albertson's
Al-Sal Oil Company
Ami Adini assoc. Inc.
Anabi Oil Corp.
Anaheim Fire Dept.
Anheuser-Busch
Applied Energy LLC
Ashdon Development
Atlantic Gas & Service Station
Avis Renta A Car
Becken Consulting
Bellshire
Beneto Inc.
Boatner Enterprises, Inc.
BP Arco
BTENA
Budget Rent a Car
Bur.-Glen.-Pas. Airport Authority
Capitol Beverage Co.
Cedar-Sinai Medical Center
Cendant Car Rental Group
Central Contra Costa Sanitary Dist.
Cessna Aircraft Company
Channel Lumber Co.
Charles E. Thomas Co.
Chevron Texaco
Cingular Wireless
City of Anaheim
City of Arroyo Grande
City of Banning
City of El Segundo
City of Garden Grove
City of Hawthorne
City of Huntington Beach
City of LaHabra
City of Lakewood
City of Los Angeles
City of Ontario
City of Sacramento
City of Tustin
Clear Creek Market
Coast Marketing Company

Harbor Fair Station
Hassan and Sons Ind.
Hawk II Environmental Corp
Hazard Construction co.
Heavenly Ski Resort
Heritage Ranch CSD
Highway Las Coches
Hills Boat Service
Hines
Holiday Harbor Inc.
Hossein Ent., dba Bonakdar Chevron
Huntington Beach Car Wash
Huntington Harbor Carwash
Ideco
Inland Commercial Fueling
Ironwood state Prison
Irvine Ranch Water District
ISP San Diego
J&R Valley Chevron
J.T. Enterprises
JK New Montgomery
Kang Chevron #2
Knott's Berry Farm
KT Fuel Services Inc.
KY Enterprises Inc.
L.A. Sheriffs Dept.
L.C. Cox Oil
La Palma Intercommunity Hospital
Lewis Ind. Inc.
Lock Heed Mart Aeronautics
Loma Linda University Med Center
Loyola Marymount University
LS Construction Inc.
Lucky Oil Co., Inc.
Lyon compliance specialists
Magnolia Oil Co.
Maguire Properties
March ARB
Markstein Beu Co.
Marquez Shell
Mcmillan farm management
Mercy Hospital of Folsom
Meridian Management

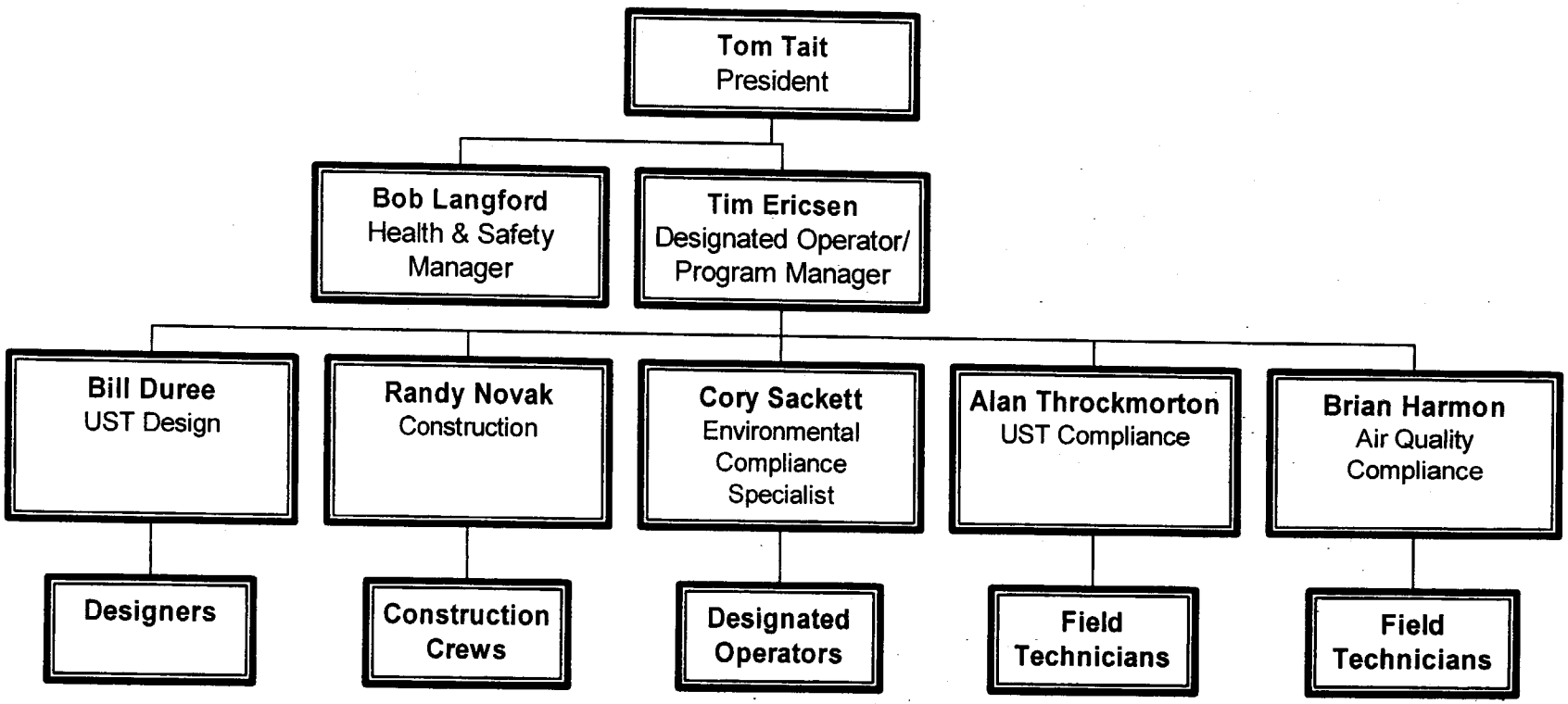
Mikhan Inc.
Mission Bay Aquatic Center
Mission Viejo Service Centers
Missions Service Center
Moulton Niguel Water Dist.
Mountain View Fire Dept
Mountain Village Park Inc.
MPI Inc.
Mt. San Antonio College
Murrieta Valley Unified School
Myrtle Chevron Food Mart
National Ready Mix Concrete
Naval Base Ventura County
Naval Weapons Station
NBC Universal
Neenter Prises
Nella Oil
Nima Energy
Nor-Cal Beverage Co.,inc.
Norm Reeves Honda
North Main Services
Northern Calif. Power Agency
OC Environ. Health
Ochs Oil Company
Old Cambria mkt. Place
Omnitrans
Orange Hill Unical
Orange Parsco Ltd
Oxnard Self Service Inc.
Pacer Cartage/San Diego
Pacific Corporate Tower
Pactiv Corp
Palo Verde College
Patrick Williams
PayPoint a First Data Co.
Petroleum Engineering
Phillip Chevron
Phung Petroleum Co.
Pioneers memorial Hspital
Pismo Beach AmPm
Porgie's Liquor
Port of Long Beach
Professional Community Mngt.

Quality Auto Repair
RADC Enterprises
Ramtox Corp.
Raytheon
Redding Service Station Equip.
Regulator
Riverside Unified School Dist.
RTSMITH INC.
Sacramento Petroleum Partners
Saddleback Memorial Med. Cnt
Safety Kleen
Safeway Milk Plant
Saint George Spirit
Salk instutute
San Diego Gas & Electric
San Diego Transit
San Jose Jet Center
Sand Canyon Union
Santa Ana fire department
Santa Catalina Island Co.
Santa Monica
Santiago Food Mart & Auto Wash
SBC
SC Fuels
Schwartz oil Co.
Sea World
Sempra Energy
Sharda Inc., d.b.a. Sharada Am/Pm
Shell Oil Products USA
Shirly Env. Testing
Sierra Conservation Center
Siskiyou Petroleum
Solvone
Son Co Regional Parks - Spud Pt. Marina
SOPUS
Southern California Gas Co.
Southern Wine And Spirits
Sprint
Stremicks Heritage Foods
Swiss Dairy
T&T Gas & Auto
Teichert
The Gas Company

The Magic Garden Inc.
The Plaza Huntington Bch
The Scripps Research Inst.
Thousand Oaks Chevron
Thurston Companies
Torrance Arco
Training
Travel Centers of America
Travis Airforce Base
Travis Companies, Inc.
Trojan Petroleum INC.
Tyler Magnolia Mobil
U.S. Gas,Inc.
Ultramax
Union Service Center
United Oil
United Rentals
University of CA
University Southern Cal.
Urban Development Corp.
US Border Patrol
Ust-Monitor Repairs
V.D.C Group Inc., dba El Sol Market
Valero
Valley Gas and Mart
Valley Petroleum
Veeder-Root Corp.
Veolia Water North America
Verdugo Hills Hospital
Verizon
Volkwagen Santa Monica
Vons/Safeway Co.
W.N. Tetrault
Walker Lupold, Inc
Walsh Super Service
Washington Mutual
Wendy Drive Inc.
West Coast Fueling Sys.
West Florida Ave Chevron
Western pump, Inc.
World Auto Service
World Oil
Wortmann Oil Co., Inc.

Y.S.T INC.
YRT Inc.
Yucaipa Bus Service
Zalado Inc.
Zoological Society of San Diego

County of Los Angeles, Department of Public Works
Proposal for UST Designated Operators
Organization Chart



TIMOTHY J. ERICSEN

Designated Operator Manager

EDUCATION

BS Aerospace Engineering, May 1990
University of Southern California
Los Angeles, CA

EXPERIENCE SUMMARY

Mr. Ericsen is the Designated Operator Program Manager for Tait & Associates, Inc.. His duties include the administration and management of designated operator programs involving refueling facilities and emergency generators, and other UST Facilities. including tank and line testing, vapor recovery systems testing, monitor systems certifications, and air quality Periodic Inspections.

Mr. Ericsen is an Underground Storage Tank Regulatory Compliance Expert. He possesses excellent knowledge of UST containment, and a thorough understanding of UST regulations as set forth in the California code of regulations.

SUMMARY OF QUALIFICATIONS

Underground Storage Tank Regulatory Compliance Expert
Large-Scale Project Management Experience
Formally Educated Engineer

CERTIFICATIONS:

Underground Storage Tank (UST) System Operator
California UST System Operator
California UST Service Technician
UST Installer / Retrofitter

RELEVANT WORK HISTORY:

SEP 03 – Present - Tait & Associates
Developed training curriculum in response to the new California Designated UST Operator certification requirements. Responsible for all phases of program development, implementation, and management. Over 1,000 prospective Designated Operators have attended Tait's training seminars. Program manager for "outsourced" Designated Operator service line. Responsible for management of Designated Operator services for over 1,000 UST sites throughout California.

JAN 01 – SEP 03 - American Airlines
MD-80 First Officer / 727 Flight Engineer

MAY 90 – JAN 01 U.S. Navy
F/A-18 strike fighter pilot. Provided air-to-air superiority and air-to-ground ordnance delivery mission for the United States and its Allies. Led and planned multiple large-scale, multi-national training missions.

THOMAS F. TAIT
PRESIDENT

EDUCATION

M.B.A., Vanderbilt University
J.D., Vanderbilt University
B.S., University of Wyoming, Laramie
Hazardous Waste Management, University of California, Irvine

REGISTRATIONS/LICENSE

Member, California State Bar

EXPERIENCE SUMMARY

Mr. Tait has 18 years of management experience in environmental engineering, environmental law, land development and remediation and construction. As president of Tait & Associates, Inc., he is directly responsible for the overall operations of an environmental consulting firm with over 150 employees. During Mr. Tait's tenure, his company has realized a steady and controlled growth, with gross annual sales for fiscal year 2002 projected at more than $30 million. The company was recently ranked number 7 in the Orange County Business Journal's list of Top 25 Environmental Firms. Tait & Associates is also listed as one of Engineering News Record's Top 500 firms in the nation.

Before joining Tait & Associates, Mr. Tait was a member of the prestigious Los Angeles County law office of Haight, Brown and Bonesteel. Based in Santa Monica, Mr. Tait's responsibilities for the 150 member firm included mass tort litigation for environmental contaminants, including asbestos and toxic substances.

Upon joining Tait & Associates as General Counsel, Mr. Tait made an immediate impact on the ever-evolving regulatory world surrounding environmental issues. One of his most noteworthy accomplishments included the formation of a small advocacy group to lobby against the South Coast Air Quality Management District. The Environmental Consultants for Clean Water, as the group was known, traveled to Sacramento to address two Senators and an advisory committee on the ill effects an SCAQMD risk assessment was having on California groundwater. While the SCAQMD was reviewing data, the agency put a hold on issuing permits to remove and clean-up underground storage tanks. Shortly after the group's presentations, hundreds of permits began being issued by the SCAQMD enabling USTs to be removed and remediation systems to operate.

Mr. Tait's first foray into California government would not be his last. When there was a vacancy on the City of Anaheim Planning Commission, Mr. Tait was selected as an individual who offered a unique blend of business and legal experience to the committee and was unanimously appointed. When his term was complete, Mr. Tait was elected as one of five members of the Anaheim City Council. With a population of over 300,000 residents and more than 2,000 city employees, the City of Anaheim has an annual budget of $650 million. As a city councilman, Mr. Tait is responsible for overseeing all public utilities, including the largest publicly owned power company in the State of California.

His active civic involvement has provided a unique insight on working with regulatory agencies, as it pertains to land development and environmental issues. He has also served as a Planning Commissioner for the City of Anaheim where he gave the planning commission a unique perspective into entitlement issues through the eyes of a decision-maker. Mr. Tait's extensive

planning experience and legal background in ordinance interpretation continues to provide clients with an invaluable resource for negotiating with regulatory agencies and navigating through often complicated and permitting processes.

Mr. Tait's proactive management style and fiscally conservative business philosophy is reflected in the relationships he has developed with his clients. He maintains a flat organizational structure and his level of involvement with specific projects varies depending on the individual needs of each particular client. This approach enables decisions to be made quickly by project principals by eliminating unnecessary management layers.

KEY PROJECT EXPERIENCE

Program Director for due diligence of a premier homebuilder's Expansion Program. Mr. Tait is responsible for overseeing an environmental due diligence program to perform preliminary site assessments for residential property transactions for Beazer Homes.

Project Director for Harbor Gateway Center. Located in the heart of the dynamic South Bay Los Angeles / R&D / Industrial / Office Market, Harbor Gateway is currently one of the largest land development projects within the City limits of Los Angeles. Situated on over 170 acres, the site is a former tooling operation for McDonnell Douglas (Boeing). Mr. Tait oversees the contract to meet the difficult challenges presented by converting the old facility into an upscale commercial subdivision, including engineering, permitting and construction management.

Program Director responsible for Statewide EPA Compliance Program. Under Mr. Tait's direction, Tait & Associates has prepared the standard tank and piping system installation design standards for General Telephone and Electric. The standards are utilized in the preparation of construction document packages for site specific generator system upgrades and are used to acquire all permits from regulatory agencies throughout the state of California.

Program Director responsible for Major Oil Company Expansion Program. Mr. Tait oversaw the operation of 15 new construction projects for Texaco's 'Ring of Fire' expansion program in Southern California. The projects included initial research through construction support services, as well as conditional use permits, variances, architectural and construction drawings (including plumbing and mechanical), site engineering (grading, utility plans, etc.) and off-site engineering.

PROFESSIONAL / CIVIC AFFILIATIONS

Member, Anaheim City Council
Member, Anaheim Redevelopment Agency
Advisory Board Member, Salvation Army Adult Rehabilitation Center
Board Member, Anaheim YMCA
Member, Petroleum Equipment Institute
Past Member, Anaheim Planning Commission
Past Member, Anaheim Community Block Grant Committee
Past Member, Anaheim Budget Advisory Committee

BILL DUREE
UST Design

EDUCATION

Mechanical Design, Design College of Arkansas, Searcy

EXPERIENCE SUMMARY

Mr. Duree is a Senior Project Manager and Mechanical Engineer for Tait & Associates, Inc. He has over 28 years of experience in the design and engineering of petrochemical storage and distribution system facilities. His expertise lies in the areas of site analysis, design, engineering, permitting, public agency review and environmental compliance of petroleum storage and distribution facilities. Mr. Duree established and maintained the underground storage tank and environmental compliance standards for a large segment of the petroleum industry and has worked with numerous private companies and public agencies.

He is fluent with the regulatory requirements that govern the fuel storage systems, including the California Code of Regulations, as it relates to water and air quality issues. He has an in-depth understanding of the requirements of the State Water Resources Control Board. He has a strong working relationship and has obtained approvals through many of the agencies that oversee fuel tank system installation and operations, including the Orange County Health Care Agency, City of Orange Fire Department, Orange County Fire Authority, South Coast Air Quality Management District and California Air Resources Board.

Mr. Duree is fluent with California's Title 23; Division 3; Chapter 16 and Health and Safety Code, as they pertain to the hardware requirements for underground tank systems and the associated monitoring requirements for those systems. He is also familiar with the NFPA and UFC as they relate to Motor Vehicle Fuel-Dispensing Stations, Flammable and Combustible Liquids and Hazardous Materials.

He has a hands-on, working knowledge of the operations and maintenance requirements of the latest equipment used in petroleum storage and distribution systems, including spill containment fill boxes, containment sumps, overfill prevention devices, tank monitoring systems, underground and above ground storage tanks, pumps, dispensers, vapor recovery systems, fuel management systems, fiberglass and flexible piping systems.

Mr. Duree maintains a strong working relationship with all of the premier equipment manufacturers, including Joor, Modern Welding, Xerxes, Fluid Containment; Veeder-Root, Phil-Tite, OPW/Pomeco, Emco-Wheaton, Total Containment, EnviroFlex, AO Smith and Ameron, GasBoy, Tokheim, Gilbarco, etc.

RELEVANT PROJECT EXPERIENCE

City of Tustin – Project Manager for the removal and replacement of four underground storage tanks under the existing canopy located at the City's Maintenance Facility. He was responsible for overseeing the environmental services required prior to the replacement of the USTs, including soil sampling, analysis and reporting. Faced with the challenge of accommodating proper shoring directly under the existing canopy, Mr. Duree coordinated closely with the shoring contractor to ensure proper design and execution. Low clearance and minimum space of the canopy concrete foundation relative to the shoring location was taken into careful consideration in order to successfully prevent the canopy from tipping over.

RELEVANT PROJECT EXPERIENCE

Verizon (formerly GTE)- Mr. Duree is the Senior Project Manager in charge of the General Telephone 1998 EPA Upgrade Program for several hundred GTE emergency generator and fleet fueling facilities throughout California. This included the removal, installation and upgrade of numerous underground, aboveground and in-base aboveground fuel supply systems. He performed historical document searches followed by on-site surveys. He designed, engineered and permitted plans for construction and provided project oversight and administration with contractors and agencies during construction. He was responsible for bringing all of GTE's Underground Storage Tanks into compliance by the mandated December 1998 deadline.

City of Long Beach – He was the Project Manager responsible for bringing four of the City's municipal fueling facilities into compliance with the 1998 UST regulations. The program required the complete design, construction and environmental compliance of the Long Beach Gas Company yard, the Long Beach Police Station, Long Beach marina and the Long Beach Water District. The projects involved new canopies, new tanks, piping, dispensers, concrete drive slabs, asphalt, electrical, etc. and required critical phasing because of the site's configuration.

Orange County Transportation Agency – Mr. Duree was the Project Manager for the design specifications and construction documents for the final compliance of OCTA's fueling systems at three locations. The project included the removal of 28 USTs and the installation of 13 new tanks for diesel, unleaded gasoline, ATF and motor oil and all delivery dispensing systems.

City of Palm Springs – He was the Project Manager for the City's Underground Storage Tank Removal Program. The project included the excavation, removal, and backfill of 11 underground storage tanks located at 10 sites within the City of Palm Springs. Also included in the program, was the design of 9 above ground replacement tanks for diesel, unleaded gasoline, and waste oil located at various places within the City.

Los Angeles County Metropolitan Transportation Authority – Mr. Duree was the Project Manager for the preparation of technical specifications, contract documents and construction drawings for the Los Angeles County Metropolitan Transportation Authority (LACMTA). The project included the replacement of 15 underground storage tanks and associated piping and pump systems at their facility in Los Angeles.

Los Angeles County Sheriff's Department – He was the Project Manager for the design, specifications, contract documents and construction inspection for the replacement of fuel supply systems for boilers, emergency generators, and fuel dispensing systems at various facilities.

City of Huntington Beach – Mr. Duree was the Project Manager for design specifications and construction documents for the City's Department of Public Works. The job consisted of evaluating the existing UST system currently in place and all modifications necessary to comply with 1998 regulations, outlining cost-effective alternatives to the current systems, and performing a written Modification/Cost Comparison Study with recommendations and alternatives.

Waste Management of North America – He was the Project Manager for a high volume fueling facility for landfill equipment in Simi Valley, California. He also performed design and construction documents for a fueling system for refuse collection equipment.

Perrier - Mr. Duree was the Project Manager responsible for the removal of Underground Storage Tanks and replacement with Above Ground Storage Tanks and Perrier's fleet management facility.

RANDY NOVAK
Construction

EXPERIENCE SUMMARY

Mr. Novak is a Construction Manager for Tait & Associates, Inc. He is responsible for overseeing all fieldwork related to construction, repair, maintenance and testing of fuel storage tanks. His duties include supervision of foremen, client coordination, estimating, quality control and marketing.

He is experienced in all types of piping installation, tank removals and installation, and monitoring systems. He has worked extensively with clients such as ExxonMobil, SBC Communications (Pacific Bell), Unocal, Tosco Marketing Company, Shell Oil Company, and various municipal and government agencies.

Mr. Novak has a hands-on, working knowledge of the operations and maintenance requirements of the latest equipment used in petroleum storage and distribution systems, including spill containment fill boxes, containment sumps, overfill prevention devices, tank monitoring systems, underground and above ground storage tanks, pumps, dispensers, vapor recovery systems, fuel management systems, fiberglass and flexible piping systems. Mr. Novak maintains a strong working relationship with all of the premier equipment manufacturers, including Joor, Modern Welding, Xerxes, Fluid Containment; Veeder-Root, Phil-Tite, OPW/Pomeco, Emco-Wheaton, Total Containment, EnviroFlex, AO Smith and Ameron, GasBoy, Tokheim, Gilbarco, etc.

Mr. Novak is currently in compliance with O.S.H.A.'s 40-hour Hazwoper program and is certified for Veeder-Root UST Monitoring Systems (Levels 1-3), Geo-Flex Systems, Enviroflex and Ameron systems and is fluent with the California Code of Regulations as it relates to water and air quality issues.

He works daily with the various Southern California Air Quality Management District and Air Pollution Control District authorities that implement the California Air Resources Board (CARB) requirements as they relate to petroleum dispensing facilities. He is familiar with local, state and national codes and regulations, including: Health and Safety Code, Division 20, 6.7, sections 25280 through 25299.7; California Code of Regulations, Title 23, Division 3; The Uniform Fire Code, as implemented in Orange County's relevant jurisdiction; Uniform Building Code; National Electrical Code; National Fire Protection Association codes and standards; 42 USC, 6991, Resource Conservation and Recovery Act; South Coast Air Quality Management District rules.

Mr. Novak is fluent with California's Title 23; Division 3; Chapter 16 and Health and Safety Code, as they pertain to the hardware requirements for underground tank systems and the associated monitoring requirements for those systems.

RELEVANT PROJECT EXPERIENCE

SBC Communications- Mr. Novak is the Construction Manager for SBC's Underground Storage Tank Compliance Program. Projects included the removal and replacement of underground storage tanks, associated piping, and monitoring systems, and compliance with state requirements that govern the operation of back-up generators at its switching stations throughout California. SBC contracted Tait to provide annual certification services and agency coordination for 550 Veeder Root monitoring systems. Tait also performs source testing, calibration, etc. on roughly 100 fleet sites as needed, remotely monitor Veeder Root systems, perform service calls and service the fuel management systems that Tait has installed at all of SBC's facilities.

RELEVANT EXPERIENCE (CONTINUED)

Los Angeles County Fire Department – Mr. Novak was the Construction Manager responsible for overseeing the removal of underground storage tanks and installation of above ground storage tanks at 20+ Fire Stations in Los Angeles County. Mr. Throckmorton was responsible for ensuring environmental compliance of both the fuel storage and distribution systems and emergency generator systems.

ExxonMobil Fuels Marketing Company – Mr. Novak was the Construction Manager responsible for supervising construction work being performed as part of ExxonMobil's SB989 compliance program at various sites in Southern California. The program includes secondary containment upgrades of piping, dispensers, etc. as well as permitting and coordination with regulatory authorities and inspectors.

Arco Products Company - Mr. Novak is the Construction Manager for on-call general construction services related to fuel storage and distribution systems. Services provided included the removal and installation of underground storage tanks and associated piping at various locations throughout Southern California. In addition, crews certified and repaired various monitoring systems including Veeder-Root, Pollulert, and Tidel.

76 Products Company - Mr. Novak was the Construction Manager for the Underground Storage Tank Removal and Replacement Program. Tait was responsible for the excavation, removal and replacement of both underground and above ground storage tanks, associated piping, monitoring systems and dispensers at various sites throughout Southern California. Mr. Novak supervised the remediation of the soil by over-excavating and removing the hydrocarbon impacted soil.

Tosco Marketing Company – Mr. Novak was is the Construction Manager responsible for supervising the periodic inspection services for possible sources of leaks on its retail marketing facilities in Southern California. We provided a variety of services to complete the program, including pressure decay testing, hydrostatic testing of dispenser containment and underground storage tank sumps, line testing, etc.

TRAINING

- OSHA required 40 Hour Hazardous Waste Operations
- 8 Hour Refresher Course
- 8 Hour Supervisor's Course

CERTIFICATIONS

- Veeder-Root UST Monitoring Systems Level 1-3
- Geo-Flex Systems
- Enviroflex
- Ameron
- A.O. Smith

AFFILIATIONS

- Petroleum Equipment Institute, Member
- Western States Petroleum Association, Southern California Associates

CORY D. SACKETT
Fuel Tanks/Emergency Generator Compliance

EDUCATION

B.S. Mechanical Engineering, California State University, Long Beach

EXPERIENCE SUMMARY

Mr. Sackett is a Project Manager for Tait & Associates, Inc. He has over 10 years of experience in mechanical and traffic engineering. His expertise lies in the areas of contract development, scheduling, site inspection, design, engineering, permitting, hearing review and environmental compliance of petroleum storage and distribution facilities. He is fluent with the California Code of Regulations as it relates to water and air quality issues.

He works daily with the various local Air Quality Management District and Air Pollution Control District authorities that implement the California Air Resources Board (CARB) requirements as they relate to petroleum dispensing facilities. These local agencies include: South Coast; San Diego; Mojave Desert; Antelope Valley; Ventura; Santa Barbara and San Luis Obispo in California and Weights and Measures in Arizona.

Mr. Sackett maintains a thorough knowledge of the various CARB Executive Orders for the vapor recovery systems operated at retail and municipal/government fueling stations. These include: vac assist systems; Healy, Wayne and Gilbarco, as well as vapor processor systems; Hasstech, and balance systems; Emco Wheaton.

He has an in-depth understanding of the requirements of the State Water Resources Control Board as well as the regulations of the various local implementing agencies under which retail and municipal/government fueling stations operate in California. These include: various Environmental Health, Fire, CUPA, etc. in California, and the Department of Environmental Quality in Arizona.

Mr. Sackett is fluent with California's Title 23; Division 3; Chapter 16 and Health and Safety Code, as well as Arizona's Title 18, as they pertain to the hardware requirements for underground tank systems and the associated monitoring requirements for those systems. He is also familiar with the NFPA and UFC as they relate to Motor Vehicle Fuel-Dispensing Stations, Flammable and Combustible Liquids and Hazardous Materials.

He is familiar with the California Disabilities Act Guidebook (CalDag) as it relates to bringing retail gasoline stations into compliance with the Federal Americans with Disabilities Act.

Additionally, Mr. Sackett has extensive experience with the various test procedures related to the aforementioned vapor recovery systems. This includes: TP-201.3 (Static Pressure); TP-201.3C (Tank Tie); TP-201.4 (Dynamic Pressure); TP-201.5 (Air to Liquid Ratio) and TP-96-1 (Static Pressure, San Diego).

Relevant Project Experience

City of Palm Springs – Mr. Sackett provided the engineering design for the Underground/Aboveground Storage Tank Replacement Program. The project included the replacement of 11 underground storage tanks located at 10 sites within the City of Palm Springs, with 9 aboveground storage tanks.

Relevant Project Experience (Continued)

Verizon (formerly GTE)- Mr. Sackett was the Project Manager in charge of the General Telephone 1998 EPA Upgrade Program for several hundred GTE emergency generator and fleet fueling facilities throughout California. This included the removal, installation and upgrade of numerous underground, aboveground and in-base aboveground fuel supply systems. He performed historical document searches followed by on-site surveys. He designed, engineered and permitted plans for construction and provided project oversight and administration with contractors and agencies during construction. He was responsible for bringing all of GTE's Underground Storage Tanks into compliance by the mandated December 1998 deadline.

ExxonMobil Fuels Marketing Company - Mr. Sackett was responsible for overseeing the annual management of ExxonMobil's Environmental Compliance Testing Program. As part of ExxonMobil's strategic plan to outsource a significant portion of its environmental compliance program, Mr. Sackett assumed the role of Safety Health and Environmental Engineer responsible for the administration of 400 plus stations in California and 80 plus stations in Arizona.

His responsibilities in the position included:

- Construction of contract documents to award regional compliance/performance testing.
- Review and administration of compliance tester's test schedules.
- Generation and management of Excel spreadsheet scheduling consolidation of compliance/performance testing.
- Resolution of testing issues with testers, station dealers and regulatory agencies.
- QA/QC of compliance/performance test results and follow up administration of rescheduling/retesting/resubmitting when required.
- Generation and management of Excel spreadsheet to track test scheduling and successful completion of compliance/performance testing.
- Oversight and scheduling of local agency monitoring inspection requests as a result of new requirements imposed by Senate Bill 989.
- Conferencing with local/state regulatory agency personnel to clarify changes to regulations, and apprise compliance/performance testers as needed.
- Assist other Mobil departments with regulatory agency requests (Notice to Comply, Notice to Repair and Notice of Violation) arising out of contractor testing issues and regulatory changes.

ExxonMobil Fuels Marketing Company – Mr. Sackett was the Resale Engineer in charge of administering ExxonMobil's Americans with Disabilities (ADA) Upgrade Program for their California and Arizona stations. He generated contract documents and field survey form and drawing standards.

BP/Amoco/Arco – Mr. Sackett was a project manager for the ARCO 'New Look' canopy program. He was responsible for coordinating the permitting and planning approvals and assisting with the management of data and progress reporting for over 1,100 sites in California. Mr. Sackett performed field visits and data collection for individual sites; building & planning submittals; and participated in various review board meetings.

Affiliations

Petroleum Equipment Institute, Member
Western States Petroleum Association, Southern California Associates

ALAN THROCKMORTON
Environmental Compliance

EXPERIENCE SUMMARY

Mr. Throckmorton is a Compliance Manager for Tait & Associates, Inc. He has 15 years of experience in the operation, maintenance and compliance of fuel storage tanks and distribution systems. His duties include the administration and management of environmental compliance programs involving fuel facilities and emergency generators, including tank and line testing, vapor recovery systems testing, monitor systems certifications, and air quality Periodic Inspections.

Mr. Throckmorton possesses excellent knowledge in the operation of Veeder-Root, Pollulert, API Ronan and Tidel UST monitoring systems. He has a working knowledge of the California Air Resources Board Executive Orders for the vapor recovery systems operated at retail and municipal/government fueling stations. These include: vac assist systems; Healy, Wayne and Gilbarco, as well as vapor processor systems; Hasstech, and balance systems; Emco Wheaton. He has extensive experience with various test procedures, including: TP-201.3 (Static Pressure); TP-201.3C (Tank Tie); TP-201.4 (Dynamic Pressure); TP-201.5 (Air to Liquid Ratio) and TP-96-1 (Static Pressure, San Diego).

He is knowledgeable regarding the regulatory requirements that govern the fuel storage systems, including the California Code of Regulations, as it relates to water and air quality issues. He has an in-depth understanding of the requirements of the State Water Resources Control Board. He has a strong working relationship and has obtained approvals through many of the agencies that oversee fuel tank system installation and operations, including the Orange County Health Care Agency, City of Orange Fire Department, Orange County Fire Authority, South Coast Air Quality Management District and California Air Resources Board. He is fluent with California's Title 23; Division 3; Chapter 16 and Health and Safety Code, as they pertain to the hardware requirements for underground tank systems and the associated monitoring requirements for those systems.

KEY PROJECT EXPERIENCE

Los Angeles County Fire Department – Mr. Throckmorton was the Compliance Manager assigned to Dumarc Corporation, a General Contractor that contracted Tait to remove underground storage tanks and install above ground storage tanks at 20+ Fire Stations in Los Angeles County. Mr. Throckmorton was responsible for ensuring environmental compliance of both the fuel storage and distribution systems and emergency generator systems.

ExxonMobil Fuels Marketing Company – Mr. Throckmorton is a Compliance Manager responsible for environmental compliance related to construction work being performed as part of ExxonMobil's SB989 compliance program at various sites in Southern California. The program includes secondary containment upgrades of piping, dispensers, etc. as well as permitting and coordination with regulatory authorities and inspectors.

Arco Products Company - Mr. Throckmorton was the Compliance Manager for on-call general construction services. Services provided included the removal and installation of underground storage tanks and associated piping at various location throughout Southern California. In addition, crews certified and repaired various monitoring systems including Veeder-Root, Pollulert, API Ronan and Tidel. At several sites, Tait also performed helium, line, vapor blockage and pressure decay testing.

RELEVANT PROJECT EXPERIENCE

SBC Communications - Mr. Throckmorton is a Compliance Manager for SBC's Underground Storage Tank Compliance Program. Projects included the removal and replacement of underground storage tanks, associated piping, monitoring systems, and compliance with state requirements that govern the operation of back-up generators at its switching stations throughout California. SBC contracted Tait to provide annual certification services and agency coordination for 550 Veeder Root monitoring systems. Tait also performs source testing, calibration, etc. on roughly 100 fleet sites as needed, remotely monitor Veeder Root systems, perform service calls and service the fuel management systems that Tait has installed at all of SBC's facilities.

Tosco Marketing Company - Mr. Throckmorton was the Compliance Manager for Tosco's Underground Storage Tank Removal and Replacement Program. Tait was responsible for the removal and replacement of both underground and above ground storage tanks, associated piping, monitoring systems and dispensers at various sites throughout Southern California. At sites where hydro-carbon impacted soil was encountered, Tait assisted in the remediation of the soil by over-excavating and removing the hydro-carbon impacted soil, or by building on-site remediation systems.

TRAINING

- OSHA required 40 Hour Hazardous Waste Operations
- 8 Hour Refresher Course
- 8 Hour Supervisor's Course

CERTIFICATIONS

- Veeder-Root UST Monitoring Systems Level 1-3
- Geo-Flex Systems
- Enviroflex
- Ameron
- A.O. Smith

AFFILIATIONS

- Petroleum Equipment Institute, Member
- Western States Petroleum Association, Southern California Associates

BRIAN C. HARMON
Air Quality / UST Compliance

EDUCATION

Surface Sonar Technician "A" Training with Basic Electricity / Electronics
Coursework in Electrical Engineering

EXPERIENCE SUMMARY

Mr. Harmon has over 20 years of experience in environmental compliance, and is well versed in all aspects of underground storage tank testing and monitoring system certification. Ensuring compliance with local AQMD and APCD jurisdiction, Mr. Harmon oversee the testing of USTs in underfill/overfill mode, pressure line product testing, fill adapter replacement, drybreaks, leak detectors check valves, etc.

Prior to joining Tait & Associates, Mr. Harmon was the Head Field Supervisor that oversaw the supervision of seven test crews throughout projects in California, Arizona and Nevada. Main responsibilities included the inspection of test data sheets for quality control, onsite inspections and training of new staff.

He is fluent with the regulatory requirements that govern the fuel storage systems, including the California Code of Regulations, as it relates to water and air quality issues. He has an in-depth understanding of the requirements of the State Water Resources Control Board. Mr. Harmon has a strong working relationship and has obtained approvals through many of the agencies that oversee fuel tank system installation and operations, including the Orange County Health Care Agency, City of Orange Fire Department, Orange County Fire Authority, South Coast Air Quality Management District and California Air Resources Board.

Mr. Harmon maintains a thorough knowledge of the various CARB Executive Orders for the vapor recovery systems operated at retail and municipal/government fueling stations. These include: vac assist systems; Healy, Wayne and Gilbarco, as well as vapor processor systems; Hasstech, and balance systems; Emco Wheaton.

He is fluent with California's Title 23; Division 3; Chapter 16 and Health and Safety Code, as they pertain to the hardware requirements for underground tank systems and the associated monitoring requirements for those systems.

Additionally, he has extensive experience with the various test procedures related to the aforementioned vapor recovery systems. This includes: TP-201.3 (Static Pressure); TP-201.3C (Tank Tie); TP-201.4 (Dynamic Pressure); TP-201.5 (Air to Liquid Ratio) and TP-96-1 (Static Pressure, San Diego).

RELEVANT PROJECT EXPERIENCE

Arco Products Company- Mr. Harmon is an integral part of Arco's annual statewide compliance program. Mr. Harmon is a compliance manager responsible for ensuring proper site inspections on 450 fuel storage and distribution systems in Southern California for Arco. The inspections include certification of monitoring systems, coordination with the regulatory agencies and identification and on-site repair of systems, as needed.

PROJECT EXPERIENCE (CONTINUED)

SBC Communications – Mr. Harmon is a Compliance Manager for SBC's Underground Storage Tank Compliance Program. Projects included the removal and replacement of underground storage tanks, associated piping, monitoring systems, and compliance with state requirements that govern the operation of back-up generators at its switching stations throughout California. SBC contracted Tait to provide annual certification services and agency coordination for 550 Veeder Root monitoring systems. Tait also performs source testing, calibration, etc. on roughly 100 fleet sites as needed, remotely monitor Veeder Root systems, perform service calls and service the fuel management systems that Tait has installed at all of SBC's facilities.

ExxonMobil Fuels Marketing Company – Mr. Harmon is a Compliance Manager responsible for environmental compliance related to construction work being performed as part of ExxonMobil's SB989 compliance program at various sites in Southern California. The program includes secondary containment upgrades of piping, dispensers, etc. as well as permitting and coordination with regulatory authorities and inspectors.

Tosco Marketing Co.- Mr. Harmon was the Head Tank Testing Technician for various projects involving computerized probing for the testing of underground storage tanks in underfill/overfill mode, product line pressure testing using a hydrostatic kit and overall UST maintenance activities. He was also responsible for the training of all personnel in regards to proper line testing procedures.

TRAINING

- OSHA required 40 Hour Hazardous Waste Operations
- 8 Hour Refresher Course

CERTIFICATIONS

- Enviroflex
- Ameron
- A.O. Smith
- Geo-Flex Systems
- Veeder-Root UST Monitoring Systems Level 1-3
- Veeder-Root TLS – 350 Monitoring Systems
- Hunter LD-2000 Leak Detection Systems
- Hunter LD-3000 Leak Detection Systems
- API/RONAN Monitoring Systems
- NDE-1000 Tank Testing System
- Pro Eco SURE Test A4 and A5 Leak Detection Systems

AFFILIATIONS

- Petroleum Equipment Institute, Member
- Western States Petroleum Association, Southern California Associates

ENCLOSURE B

Bid Detail Information

Bid Number : PW-ASD 235
Bid Title : Underground Storage Tank Designated Operator
Bid Type : Service
Department : Public Works
Commodity : MAINT & REPAIR - UTILITY/UNDERGROUND PROJECTS
Open Date : 10/12/2004
Closing Date : 11/8/2004 5:30 PM
Bid Amount : $ 200,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that the County of Los Angeles Department of Public Works is interested in contracting for "Underground Storage Tank Designated Operator." Qualified Proposers are requested to provide a proposal for underground storage tank designated operator services in the form described in the enclosed specifications. This service requires the contractor to perform for approximately 68 Public Works' locations. The annual cost of this service is estimated to be $200,000.

A Proposers' Conference will be held on Monday, October 25, 2004, at 9 a.m., in the Alhambra Room at 900 South Fremont Avenue, Alhambra, California 91803. This facility complies with the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this Conference.

Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals' (RFP) requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will provide further clarifications, modifications, and/or answers concerning this solicitation only through written addenda to all who attended the Conference and only if time permits.

The deadline to submit proposals is Monday, November 8, 2004, at 5:30 p.m. Proposals must be submitted to our Lobby Cashier at the above address. To ensure proper identification of your proposal, submit it in a sealed package with your company's name and address and the name of this project clearly shown on the outside of the package.

Upon request, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations ONLY or for more ADA information, please contact our ADA Coordinator at (626) 458 4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

If not enclosed with this notice, the RFP with specifications, terms, conditions, requirements, instructions for preparing and submitting proposals, and forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m. To have it mailed, contact Ms. Leticia Gordo at (626) 458-4057, or at lgordo@ladpw.org.

Contact Name : Leticia Gordo
Contact Phone# : (626) 458-4057
Contact Email : lgordo@ladpw.org
Last Changed On : 10/7/2004 2:56:07 PM

Back to Last Window

ENCLOSURE C.1

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and SBE Firm/Organization Information Form

proposers responding to the Request for Proposals must complete and return this form for proper nsideration of the proposal.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	Tait & Associates, Inc.
☑ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☑ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): ~252					

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					2	1
Hispanic/Latino			0	1	53	5
Asian or Pacific Islander			0		5	0
American Indian						
Filipino					5	1
White	2		10		140	27

PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	100 %
Women	0 %	0 %	0 %	0 %	0 %	0 %

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT, to the best of my knowledge.

Authorized Signature:	Title:	Date:
Erik B. Tait	Designated Operator Signature	November 8th, 2004

County of Los Angeles Local Small Business Enterprise (SBE) Preference Program Certification and SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: West Star Environmental, Inc.

☒ I AM NOT — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number:

FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 21

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

[illegible]	Owner/Partner/ Associate Partners		[illegible]		[illegible]	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			2		6	
Asian or Pacific Islander						
American Indian						
Filipino						
White	2		1		2	7

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
[signature]	Secretary	11/6/04

ENCLOSURE C.3

[redacted]

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: State UST Fund Advisory & Services	
☑ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☑ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise	
☐ Other (Please Specify):						
Total Number of Employees (including owners): 5						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Black/African American						
Hispanic/Latino	1		1			1
Asian or Pacific Islander						
American Indian						
Filipino						
White					2	

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	50 %	%	%	%	%
Women	%	50 %	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
N/A					

V. **DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature:	Title:	Date:
[signature]	OWNER	Nov. 8, 2004

[redacted]

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: RANTOX CORPORATION	
☐ I AM NOT ☒ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 11615801 , OSDS # 0038647	

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 5					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

[redacted]						
Black/African American						
Hispanic/Latino					1	
Asian or Pacific Islander					1	
American Indian						
Filipino						
White	3	2	1		3	

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	45 %	%	%	%	%	55 %
Women	45 %	%	%	%	%	45 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

[redacted]					
N/A					

V. **DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature:	Title:	Date:
[signature]	President, CEO	12/4/04

[redacted]

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Miller Brooks Environmental, Inc.	
☑ I AM NOT ☐ I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☒ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners): 73					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

	[redacted]					
Black/African American						
Hispanic/Latino				1	3	1
Asian or Pacific Islander	1		1		3	2
American Indian						
Filipino						
White	6		15	6	18	16

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

[redacted]					

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
[signature]	President	11/08/2004