COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

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

June 2, 2009

IN REPLY PLEASE
REFER TO FILE: AS-0

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 JUNE 2, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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:

AWARD OF CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES - EAST AREA
(SUPERVISORIAL DISTRICTS 1 AND 5)
(3 VOTES)

SUBJECT

This action is to award a contract for landscape and grounds maintenance services to maintain selected sites at the following areas: Altadena Earth Day site at Las Flores Debris Basin and La Primaria Earth Day and Twin Lakes Earth Day sites at San Gabriel River.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.

2. Find that these services can be more economically performed by an independent contractor than by County employees.

3. Award the contract for Landscape Maintenance Services - East Area in the annual sum not to exceed $42,000 to United Pacific Services, Inc., located in La Habra, California, and direct the Chairman to execute the contract. This contract will be for a period of one year commencing on July 5, 2009, with four 1-year renewal options, not to exceed a total contract period of five years.

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual

contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, United Pacific Services, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide landscape and grounds maintenance services to maintain selected sites at the following areas: Altadena Earth Day site at Las Flores Debris Basin and La Primaria Earth Day and Twin Lakes Earth Day sites at San Gabriel River. The Department of Public Works (Public Works) has contracted for these services since 2008.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed $42,000 plus an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the annual price quoted by the contractor of $37,000 plus $5,000 to cover estimated debris disposal fees.

Financing for these services is included in the Fiscal Year 2009-10 Proposed Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract has been executed by United Pacific Services, Inc., and approved as to form by County Counsel (Attachment A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is United Pacific Services, Inc. This contract will commence on July 5, 2009, for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options, not to exceed a total contract period of five years.

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.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on July 7, 2008, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of

the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code, Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for these services. Based on the cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees.

This Proposition A contract does not allow cost-of-living adjustments for the four option years.

ENVIRONMENTAL DOCUMENTATION

These services continue to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

CONTRACTING PROCESS

On July 7, 2008, Public Works solicited proposals from 473 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On August 4, 2008, six proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposer withdrew its proposal. The remainder of 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 the price, experience, work plan, financial stability, references, equipment, and demonstrated control over labor/payroll record keeping. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, United Pacific Services, Inc.

Public Works utilized the consensus scoring methodology to evaluate the proposals received in response to the RFP for these services. Public Works followed County procedures in effect at the time of the evaluation, which was prior to your Board passing Agenda Item 39-A on November 25, 2008. Making an exception for contract evaluations already underway, Agenda Item 39-A ended the destruction of scoring related documents and suspended consensus-only scoring until your Board directs otherwise.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:GZ:er

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office
Office of Affirmative Action Compliance

ATTACHMENT A

BOARD EXECUTE

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

UNITED PACIFIC SERVICES, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES – EAST AREA
(2008-PA039)

77015

TABLE OF CONTENTS

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES- EAST AREA
(2008-PA039)

		PAGE
AGREEMENT		1-3
EXHIBIT A	**Scope of Work**	A.1-19
EXHIBIT B	**Service Contract General Requirements**	
Section 1	Interpretation of Contract	
	A. Ambiguities or Discrepancies	B.1
	B. Definitions	B.1
	C. Headings	B.3
Section 2	Standard Terms and Conditions Pertaining to Contract Administration	
	A. Amendments	B.4
	B. Assignment and Delegation	B.4
	C. Authorization Warranty	B.5
	D. Budget Reduction	B.5
	E. Complaints	B.5
	F. Compliance with Applicable Laws	B.6
	G. Compliance with Civil Rights Laws	B.6
	H. Confidentiality	B.7
	I. Conflict of Interest	B.7
	J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List	B.7
	K. Consideration of Hiring GAIN and GROW Participants	B.8
	L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement	B.8
	M. Contractor's Charitable Activities Compliance	B.8
	N. Contractor's Warranty of Adherence to County's Child Support Compliance Program	B.9
	O. County's Quality Assurance Plan	B.9
	P. Damage to County Facilities, Buildings, or Grounds	B.9
	Q. Employment Eligibility Verification	B.10
	R. Facsimile Representations	B.10
	S. Fair Labor Standards	B.10
	T. Governing Laws, Jurisdiction, and Venue	B.11
	U. Nondiscrimination and Affirmative Action	B.11
	V. Nonexclusivity	B.12
	W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract	B.12
	X. Notice of Delays	B.12
	Y. Notice of Disputes	B.13
	Z. Notice to Employees Regarding the Federal Earned Income Credit	B.13
	AA. Notices	B.13

BB. Publicity B.13
CC. Public Records Act B.14
DD. Record Retention and Inspection/Audit Settlement B.14
EE. Recycled-Content Paper Products B.16
FF. Subcontracting B.16
GG. Validity B.17
HH. Waiver B.17
II. Warranty Against Contingent Fees B.18
Section 3 Terminations
A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program B.19
B. Termination/Suspension for Convenience B.19
C. Termination/Suspension for Default B.20
D. Termination for Improper Consideration B.21
E. Termination/Suspension for Insolvency B.21
F. Termination for Nonadherence of County Lobbyists Ordinance B.22
G. Termination/Suspension for Nonappropriation of Funds B.22
Section 4 General Conditions of Contract Work
A. Authority of Public Works and Inspection B.23
B. Cooperation B.23
C. Cooperation and Collateral Work B.23
D. Equipment, Labor, Supervision, and Materials B.23
E. Gratuitous Work B.23
F. Jobsite Safety B.23
G Labor B.24
H Labor Law Compliance B.24
I. Overtime B.24
J. Permits/Licenses B.24
K. Prohibition Against Use of Child Labor B.24
L. Public Convenience B.25
M. Public Safety B.25
N. Quality of Work B.25
O. Quantities of Work B.25
P. Safety Requirements B.25
Q. Storage of Materials and Equipment B.25
R. Transportation B.26
S. Work Area Controls B.26
Section 5 Indemnification and Insurance Requirements
A. Independent Contractor Status B.27
B. Indemnification B.27
C. Workplace Safety Indemnification B.27
D. General Insurance Requirements B.28
E. Compensation for County Costs B.29
F. Insurance Coverage Requirements for Subcontractors B.29
G. Insurance Coverage Requirements B.30
Section 6 Contractor Responsibility and Debarment

A. Responsible Contractor B.32
B. Chapter 2.202 of the County Code..... B.32
C. Non-Responsible Contractor. B.32
D. Contractor Hearing Board. B.32
E. Subcontractors of Contractor B.33
Section 7 Compliance with County's Jury Service Program
A. Jury Service Program..... B.34
B. Written Employee Jury Service Policy..... B.34
Section 8 Safely Surrendered Baby Law Program
A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law B.36
B. Notice to Employees Regarding the Safely Surrendered Baby Law ... B.36
Section 9 Compliance with the County's Living Wage Program
A. Living Wage Program B.37
B. Payment of Living Wage Rates B.37
C. Contractor's Submittal of Certified Monitoring Reports B.38
D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Claims B.39
E. County Auditing of Contractor Records B.39
F. Notifications to Employees..... B.39
G. Enforcement and Remedies B.40
H. Use of Full-Time Employees B.41
I. Contractor Retaliation Prohibited B.42
J. Contractor Standards B.42
K. Neutrality in Labor Relations B.42
Section 10 Transitional Job Opportunities Preference Program..... B.43
Section 11 Local Small Business Enterprise (SBE) Preference Program..... B.44
Section 12 Proprietary Considerations..... B.45

EXHIBIT C Internal Revenue Service Notice 1015
EXHIBIT D Safely Surrendered Baby Law Posters
EXHIBIT E Statement of Equipment
EXHIBIT F.1 East Area Maps
EXHIBIT G Hydroseed Specification
EXHIBIT H Landscape Maintenance Services Reports

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AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES - EAST AREA
(2008-PA039)

THIS AGREEMENT, made and entered into this 2nd day of June, 2009, 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 UNITED PACIFIC SERVICES, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: 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 August 4, 2008, hereby agrees to provide services as described in the attached specifications for Landscape Maintenance Services - East Area, including, but not limited to, Exhibit A, Scope of Work.

SECOND: 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, Statement of Equipment; Exhibit F1, East Area Maps; Exhibit G, Hydroseed Specifications; Exhibit H, Landscape Maintenance Service Reports; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

77015

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the 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-2.1, an amount not to exceed $37,000 per year, plus up to $5,000 to cover estimated disposal fees or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year, commencing on July 5, 2009. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1. Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt

Payment Program. 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: 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.

EIGHTH: 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.

NINTH: 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. The 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. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions; which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through H, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: 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 Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, 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 _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 JUN 2 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

UNITED PACIFIC SERVICES, INC.

By _____
Its President

Gus K. Franklin
Type or Print Name

By _____
Its Secretary Assistant

Eric L. Franklin
Type or Print Name

77015

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/05/08 (Date) before me, Susan K. Franklin, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Gus K. Franklin and Eric L. Franklin (Name(s) of Signer(s))

- - - - - -

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in ~~his/her~~/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SUSAN K. FRANKLIN
Commission # 1711984
Notary Public - California
Orange County
My Comm. Expires Jan 13, 2011

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Landscape Maintenance Services - Contract Agreement for: East Area (2008-PA039)

Document Date: No Date Number of Pages: Three

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gus K. Franklin
- ☐ Individual
- ☒ Corporate Officer — Title(s): President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing: United Pacific Services, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Eric L. Franklin
- ☐ Individual
- ☒ Corporate Officer — Title(s): Assistant Secretary
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing: United Pacific Services, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES - EAST AND WEST AREAS (2008-PA039)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Scott Pham of Flood Maintenance Division, who may be contacted at (626) 458-4152, e-mail address: spham@dpw.lacounty.gov , 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. The Contract Manager may be assisted by an assigned Public Works Representative (PWR) in the field.

B. Work Location

1. East Maintenance Area

   a. Las Flores Debris Basin (Altadena Earth Day Site) – Northwest of Rubio Crest Drive and Rubio Canyon Road intersection

      1) Total Area: 10,600 square feet

      2) Planting Area: 9,200 square feet

   b. San Gabriel River (La Primaria Earth Day Site) – South of Ramona Boulevard, behind 4220 Gilman Road

      1) Total Area: 7,000 square feet

      2) Planting: 6,375 square feet

   c. San Gabriel River (Twin Lakes Earth Day Site) – South of Ramona Boulevard, behind 3900 Gilman Road

      1) Total Area: 8,820 square feet

      2) Planting Area: 7,644 square feet

2. West Maintenance Area

   a. Calabasas Creek – at Hatteras Street/Fallbrook Avenue (southwest corner), Canoga Park

      1) Total Area: 16,120 square feet

2) Planting Area: 8,190 square feet

b. Aliso Creek - on Wilbur Avenue, north of Lanark Street, Reseda

1) Total Area: 5,490 square feet

2) Planting Area: 3,230 square feet

c. Aliso Creek - on San Fernando Mission Road, east of Newcastle Avenue

1) Total Area: Southside of San Fernando Mission Road – 9,460 square feet
Northside of San Fernando Mission Road – 11,860 square feet

2) Planting Area: Southside of San Fernando Mission Road – 3,170 square feet
Northside of San Fernando Mission Road – 7,540 square feet

d. East Canyon Channel – on Rinaldi Street, west of Golden State Freeway (Interstate 5)

1) Total Area: 23,540 square feet

2) Planting Area: 11,850 square feet

e. Cheseboro Creek – on Agoura Road, south of Ventura Freeway

1) Total Area: 3,400 square feet

2) Planting Area: 2,140 square feet

f. Los Angeles River at Owensmouth Avenue

1) Total Area: 6,300 square feet

2) Planting Area: 2,450 square feet

g. Los Angeles River Ernie's Walk – between Valleyheart and the River, east of Huston Street

1) Total Area: 52,250 square feet

2) Planting Area: 26,340 square feet

h. Los Angeles River Laurel Canyon Greenway – Southside of the River, between Laurel Canyon Boulevard and Radford Avenue

1) Total Area: 76,280 square feet

2) Planting Area: 36,810 square feet

i. Los Angeles River – from Coldwater Canyon Avenue East

1) Total Area: 30,080 square feet

2) Planting Area: 4,800 square feet

j. Los Angeles River at Coldwater Canyon and Valleyheart Drive

1) Total Area: 1,700 square feet

2) Planting Area: 730 square feet

k. Santa Clarita Yard

1) Total Area: 74,550 square feet

2) Planting Area: 20,334 square feet

Additional work locations may be added and tasks may be expanded during the contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work location(s), based on the rates quoted in Form PW-2, Schedule of Prices. Upon Contract Manager's acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work location(s) may be added to this Contract through a contract amendment.

C. Work Description

The Contractor shall provide landscaping and grounds maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

1. Tree Trimming and Care

The cost for the following items are to be included in the lump sum price in Schedule of Prices, Forms PW-2.1 and PW-2.2, under Item No. 1, "Tree and Shrubbery Trimming and Care, Groundcover Trimming and Care, Ornamental Grass Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc."

a. The Contractor shall perform as-needed tree trimming to accomplish the following:

1) Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.

2) Prevent encroachment on adjacent property and to maintain required proper vertical clearances, which are 7 feet for pedestrian areas and 14 feet for vehicular roadways.

3) At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years, beginning in the first contract year. All other trees shall be pruned every three years, beginning in the first contract year.

4) All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.

5) All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.

6) All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.

7) The Contractor shall remove and dispose of all trees, which are downed by either natural or unnatural causes. Contractor shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and backfill the hole to grade with soil.

b. The Contractor shall adhere to the following tree staking and tying requirements:

1) Replace missing or damaged stakes where the tree diameter is less than 3 inches.

2) Install stakes in those cases where the tree has been damaged and requires staking for support.

3) Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stakes may be requested by the Contract Manager for trees with a diameter less than 3 inches.

2. Shrubbery/Vines Trimming and Care

   a. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery/vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery/vines located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet.

   b. Contractor shall trim the shrubs at the access gates a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3-1/2 feet in height.

   c. It is Public Works' intention for the landscape within the flood right of way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and <u>not shear</u> plants.

   d. Contractor shall remove and dispose of all dead or diseased plant materials as the condition develops

   e. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

3. Ground Cover Trimming and Care

   a. Contractor shall remove all dead or diseased plant materials as the condition develops. Upon request by the Contract Manager, Contractor shall replace dead or damaged plant materials. The Contractor's labor for plant replacement work shall be the hourly rate for (Forms PW-2.1 and PW-2.2, Schedule of Prices, Item 2.d, "Replant Trees, Shrubs, Groundcover, etc.") Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

   b. Contractor shall keep all ground covers adjacent to roadways away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared

off. Any runners that start to climb the right-of-way fencing, shrubs or trees shall be pruned out of these areas. The pruning of the ground cover shall be done twice a year during the months of March and September.

c. Upon request by the Contract Manager, Contractor shall replace dead or damaged plant materials twice a year, first at the beginning of the rainy season (September) and the second at the beginning of the spring season (March). The cost of replacing dead and damaged plant materials shall be per the Schedule of Prices, Forms PW-2.1 and PW-2.2, item 2.d, for all sites.

4. Ornamental Grass Trimming and Care

a. Contractor shall remove all dead or diseased plant materials as the condition develops. Upon request by the Contract Manager, Contractor shall replace dead or damaged plant materials. The Contractor's labor for work plant replacement shall be paid at the hourly rate for "Replant Trees, Shrubs, Ground Cover, etc., as indicated in the Forms PW-2.1 and PW-2.2, Schedule of Prices, item 2.d. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item.

b. Contractor shall trim vines and ornamental grass in an artisan-like manner, without scalping, and in a way to keep them from growing onto the access road/bike trail. Vines and ornamental grass shall be trimmed once a year during the month of September, except that the vines and ornamental grass along the bicycle trail are to be trimmed twice a year during the months of March and September. Vines located on the channel side of the wall shall be pruned so they hang no more than 2 feet below the top of the wall, once a year during the month of September. Contractor shall direct the vines to grow onto the wall by the use of epoxy vine support or other methods approved by the Contract Manager.

5. Weed Control

a. Shrubbery, Ground Cover, Rock, Gravel, and Ornamental Grass Area

Contractor shall keep all landscape areas, including shrubbery, ground cover, rock areas, gravel areas, and ornamental areas

weed free at all times. All perennial weeds, morning glory, vine-like weeds, ragweed, or other underground spreading weed shall be kept under strict control. Weeds may be removed by hand or by cultivation where appropriate. The Contractor may use pre-emergent weed control as approved by the Contract Manager. Contractor shall weed at least once a week.

b. Stone and Decomposed Granite Areas

1) Contractor shall keep all landscape stone areas, gravel areas, and decomposed granite areas weed free at all times. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

2) Contractor shall repair and recompact decomposed granite area where heavy wear or erosion occurs. Recompacting shall be done with new decomposed granite material (match with existing color) with stabilizing binding agent and follow manufacturer's installation recommendations.

Stabilizing binding agent shall be thoroughly blended into the decomposed granite by mechanical means at the rate of 12 pounds per one ton for pedestrian use, 14 pounds per one ton for vehicular use areas. Mixing shall be done at the supplier's site prior to delivery.

c. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

6. Litter Control

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include, but not be limited to, all wrappers, containers, bottles, paper, glass, styrofoam, tissue, plastics, cans, grocery bags, boxes, cigarette butts, straws, toys, ropes, tires, automotive scrap, furniture waste, construction debris (i.e., concrete, metal, nails, screws, wood pieces, etc.), dead foliage, tree cuttings, food, bones, and other organic materials. The Contractor shall remove only nonhazardous materials and immediately notify the Contract Manager of known hazardous materials. The Contractor shall NOT attempt to perform any type of hazardous waste removal not included under the Scope of Work of

this Contract, including identifying, containing, cleaning, moving, disposing, etc.

a. Contractor shall remove litter and other accumulated debris (including animal feces) within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, decomposed granite areas, adjoining access roads and driveways, and drains.

b. Litter control shall take place on a weekly basis in all locations.

c. At locations where trash cans/receptacles exist, they shall be emptied and cleaned at least once a week. The cost of trash can liners and supply shall be considered as part of the sites' monthly maintenance cost.

7. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

The irrigation system is automatically controlled through electrically powered or solar powered irrigation controllers and remote control valves. There is one automatic irrigation controller on each side (north and south) of Aliso Creek - on San Fernando Mission Road, east of Newcastle Avenue. All irrigation systems for ground cover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems and overhead spray systems.

a. Irrigation

1) Contractor shall operate the irrigation system in a way as to not cause excessive wetness, "waterlogged" areas. Native and drought-tolerant plant material have been used throughout these various locations and require a minimal amount of water. Over-watering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.

2) When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering techniques. Seasonal

controller rescheduling of circuits (systems) should occur at least twice during the year, usually during spring and fall and should be considered as part of the routine maintenance.

3) If necessary, Contractor shall use a moisture-sensing device to determine water penetration into the soil.

4) Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has a high enough moisture content that watering is not required.

5) If an automatic irrigation system, or a portion of a system, malfunctions, the Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems which require manual operation to the Contract Manager at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually shall be approved by the Contract Manager for the manual operation to count toward the 30-day required period of manual operation. A system shall be manually operated a minimum of once a week for the week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then the Contract Manager may opt to pay the Contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

6) If Public Works approves manual operation of the irrigation system past the 30-day period, the Contractor will be reimbursed at the hourly rate for personnel to manually operate the system. The County will not pay for preparation or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually shall be pre-approved by the Contract Manager as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This cost is to be included in Form PW-2.1, Schedule of Prices - East Area, Item 4.a, and Form PW-2.2, Schedule of Prices - West Area,

Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc."

c. Contractor shall perform the following tasks:

1) Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for costs under Form PW-2.1, Schedule of Prices - East Area, Item 2.c, and Form PW-2.2, Schedule of Prices - West Area, Item 2.c, "Flat rate for emergency call back to shut off water, turn off irrigation system."

2) Repair or replace damaged bubbler heads and risers, as necessary.

3) Clean or replace clogged bubbler heads and risers, as necessary.

4) Clean or replace clogged or damaged drip line emitters.

5) Repair/replace immediately all broken drip lines or emitters, which are causing a loss of water creating ponding or erosion.

6) Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.

7) Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to the Contract Manager within one week of the discovery and also included on the required monthly maintenance report.

8) The bubbler heads in the vine pockets next to the parapet walls shall be inspected on a monthly basis to verify each vine is being watered.

Item 12.a, "Manual operation of irrigation system past the required 30-day period."

b. Irrigation System - Inspection and Maintenance

1) Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements as noted in Exhibit A, Scope of Work, Item C.7.b.2. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

2) The County may at its discretion have the Contractor make additional repairs and/or replacements to the irrigation system. Contractor will paid at the hourly rated indicated in Schedule of Prices, Form PW-2.1, Schedule of Prices - East Area, Item 2.b, and Form PW-2.2, Schedule of Prices - West Area, Item 2.b. The County will not pay for preparation time or travel time to and from the jobsite for these repairs. For emergency call out, the Contractor will be paid at a 4-hour minimum for emergency repairs. Emergency call out is defined work requested during outside of normal working hours. For work described in this paragraph, Contractor will be reimbursed for parts provided by the Contractor to make repairs upon receipt of an invoice to the Contract Manager.

3) To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to the Contract Manager, and include that information on the monthly maintenance report. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price on Form PW-2.1, Schedule of Prices - East Area, Item 1, and Form PW-2.2, Schedule of Prices - West Area, Item 1, "Tree Trimming and Care, Ground Cover Trimming and Care, Ornamental Grass Trimming and Care, Weed

9) Recover and re-fasten removed valve box covers. Contractor shall report any missing valve box covers to the Contract Manager by the end of the day and also include that information on the required monthly maintenance report.

d. The material and labor costs for repairing and replacing all equipment down stream of the backflow device shall be included in the base bid price except the material costs of the remote control valves, gate valves, and quick coupling valves and automatic irrigation controller, which will be reimbursed to the Contractor by Public Works.

8. Rodent Control

All areas shall be maintained free of rodents, including, but not limited to, gophers, ground squirrels, and rats since they may cause damage to shrubs, ground cover, trees, and/or irrigation systems. The rodenticide product to be used shall be recommended by a California Pest Control Advisor and pre-approved by the Contract Manager.

All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

9. Replacement of Dead or Damaged Trees or Plant Materials

Upon request by the Contract Manager, Contractor shall replace dead or damaged trees and plant materials. The Contractor's labor for tree/plant materials replacement work shall be paid the hourly rate for "Replant Trees, Shrubs, Ground Covers, etc.," as indicated in the Forms PW-2.1 and PW-2.2, Schedule of Prices, item 2.d. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for trees/plant materials purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a markup for purchases made to complete the work for this item and must receive Contract Manager's prior approval for trees' prices.

10. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule prior to the start of this Contract. Contractor shall maintain and keep current a

monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations where erosion on the channel backslope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees or plant materials replaced; any irrigation systems that have to be operated manually; any problems with the irrigation system, such as malfunctions, needed maintenance, or repairs/replacements. The Contract Manager will provide the report form. Contractor shall submit the maintenance report to the Contract Manager at the end of each month or upon request, within three working days.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for consequential damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, 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 Director.

Minimally, the Contractor shall provide telephone answering service and FAX, within the County from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works. Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works.

E. Utilities

The County will provide electric and water services to operate the irrigation system.

F. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

G. Removal of Debris

All debris derived from these landscaping services shall be removed from Public Works property by the Contractor and properly disposed. Public Works

will pay the Contactor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, **whereupon Public Works will reimburse the Contractor for the cost of the debris disposal only**. Materials earmarked to a landfill shall be delivered to an approved dumpsite. Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted on a monthly basis to the Contract Manager. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

H. Special Safety Requirements

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

2. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.

3. All pesticide, herbicide, etc., application shall be under the direct supervision of a commercial applicator certified by the State of California.

4. Contractor shall close the bicycle trail portion of the channel access road when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be adjacent to a bicycle entrance gate so as to allow the bicyclist to exit the trail. The trail closure shall conform to Public Works standards, as follows:

   a. The trail closure signs shall state the date of closure and date the trail will be reopened.

b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).

c. The signs shall use 3-inch lettering.

d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.

e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.

f. All questions regarding the bicycle trail closure shall be directed to Public Works Bicycle Trail Coordinator, Mr. Abu Yusuf, at (626) 458-3940.

I. Maps

Exhibit F1 is the maps for the East Area. Exhibit F2 is the maps for the West Area.

J. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) required that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all contractors handling landscape waste materials for the County shall be required to divert all landscape waste materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape waste materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock, for composting, co-composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to its selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

K. Additional Responsibilities of the Contractor

1. Maintain a valid and active California issued landscaping License, Contractor Classification C-27, and state of California issued arborist certification.

2. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.

3. Provide landscape personnel with the skills and experience necessary to perform the various landscape activities in a professional manner. Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems.

4. Contractor shall use a certified arborist and/or a certified horticulturist, approved by Public Works, for providing directions during maintenance (e.g. for tree trimming, shrubbery pruning, and slope cutting and on fertilizing, disease and pest recommendations).

5. Contractor shall use a California Certified Applicator under the direction of a licensed Pest Control Advisor, when using chemicals or rodenticide for rodent control.

6. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.

7. Repair any damage to Public Works facilities resulting from the Contractor's work, including, but not limited to, irrigation systems, fences, gates, and access road pavement.

8. Assume responsibility for any damage due to over-spray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.) in areas where chemical weed eradication is used.

9. Remove all trimmings, debris, and trash and properly dispose of them off-site at the end of each work day. Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.

10. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The Contract Manager shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in bid Item No. 1, "Tree and Shrubbery Trimming and Care, Ground Cover Trimming and Care, Ornamental Grass Trimming and Care, Weed Control, Litter Control, Watering and Irrigation Management, Rodent Control, etc.," in the Schedule of Prices, Forms PW-2.1 and PW-2.2.

11. Inspect the channel back slope for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the Contract

Manager at the end of each week and also reported on the monthly maintenance report.

12. Ensure that its on-site supervisor has at least 2 year's experience in performing supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the Contract Manager. Contractor shall submit the proposed on-site replacement supervisor resume to the Contract Manager for pre-approval.

L. Responsibilities of Public Works

Public Works shall be responsible for the following:

1. Provide jobsite inspection. The Contract Manager may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

2. Review and process all inspection/maintenance report results for completeness and accuracy of reporting. If any work referenced in Exhibit A, Scope of Work, Section C, Work Description, and Section K, Additional Responsibilities of Contractor, are not done properly, the Contract Manager will not approve the work for payment and will order the work be redone.

3. Provide Maps and Irrigation and Landscape Drawings:

   a. Exhibit F consists of drawings showing the locations where landscape maintenance services are to be performed.

   b. Detailed landscaping and irrigation drawings are available showing design of the irrigation systems and the landscaping. It should be noted that landscaping plans may have been modified subsequent to the original installation, and thus the drawings should be verified in the field.

4. Public Works will be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

M. Water Pollution Control

National Pollutant Discharge Elimination System

1. To comply with the National Pollutant Discharge Elimination System (NPDES) requirements, the Contractor shall not allow any debris from its operations under this Contract to be deposited into the channels, storm drains, and/or gutters.

2. Best Management Practices (BMPs)

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces water pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 of the Construction BMP Handbook. This Publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
(510) 444-6771

County of Los Angeles
Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-6959

Contractor shall have a minimum of one readily accessible copy of this publication on the Contract site at all times.

N. 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 and Code of Safe Practices. 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.

O. Prevailing Wage

The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at http://www.dir.ca.gov/.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit $50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

P. 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:

   a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

   b. The parties are both experienced in the performance of the Contract work;

   c. 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;

   d. The parties are not under any compulsion to contract;

   e. 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;

   f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and

   g. 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 and deduct from monies due the Contractor, liquidated damages in the sum of $500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

P:\aspub\CONTRACT\Edwin\Landscape West Area\2008\RFP\7 EXHIBIT A.DOC

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. 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, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of 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 includes the Agreement, (Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a 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, Invitation for Bids, Request for Statement of Qualifications, 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 by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.

2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.

3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.

4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.

5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.

6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.

2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, 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. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.

2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

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

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, 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 as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all 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).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).

3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.

7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

X. Notice of Delays

Except as otherwise provided under this Contract, 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 one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

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).

AA. Notices

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
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 Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by

law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.

3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the

written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

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

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:

    a. A description of the work to be performed by the subcontractor;

    b. A draft copy of the proposed subcontract; and

    c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.

6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. 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 Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:

   a. Stop work under this Contract on the date and to the extent specified in such notice; and

   b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.

3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.

4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Supension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:

   a. Contractor has materially breached this Contract; or

   b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

   c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.

3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

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

6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.

2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel; entertainment; or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

   a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;

c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or

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

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

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default or suspend this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

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

C. Cooperation and Collateral Work

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 that satisfactory contract controls and conditions are maintained.

D. 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 Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

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. 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.

G. 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 or providing services.

H. Labor Law Compliance

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. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. 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 and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

   a. Not knowingly sell or supply to 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 County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;

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

   d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall 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.

M. Public Safety

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

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

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

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

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

2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless 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 of any nature whatsoever (including attorney and expert witness fees), arising from or connected with 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 this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, 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 Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by 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 Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, 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 County. Such coverage shall be provided and maintained at Contractor's own expense.

2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to 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 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 policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and

   e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require 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 County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

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

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

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

   b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by 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" to the Contract Manager.

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

E. <u>Compensation for County Costs</u>

In the event that 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 County, Contractor shall pay full compensation for all costs incurred by County.

F. <u>Insurance Coverage Requirements for Subcontractors</u>

Contractor shall ensure any and all subcontractors performing services under this Contract meet 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. 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, and for which Contractor is responsible. If 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 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

   As a condition precedent to its performance pursuant to this Contract, 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.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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 contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, 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 County or any other public entity.

D. Contractor Hearing Board

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

2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. <u>Subcontractors of Contractor</u>

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of 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 Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct 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 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 Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

   a. Not less than $11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

   b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.

4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.

5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. <u>Contractor's Submittal of Certified Monitoring Reports</u>

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of $100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

   c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. <u>Use of Full-Time Employees</u>

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 the amount of not more than ten percent of the amount of this 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).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

B. 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. 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 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 County any difference between this Contract amount and what County's costs would have been if this 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 this 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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

SECTION 12

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

P:\aspub\CONTRACT\Edwin\Landscape West Area\2008\RFP\8 EXHIBIT B-PROPA-GEN REQ.DOCDOC

EXHIBIT E

STATEMENT OF EQUIPMENT

THIS PAGE IS TO BE COMPLETED BY BIDDER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Bidder's Name _____

Address _____

Telephone _____

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(One Item Per Line or Attach a List)

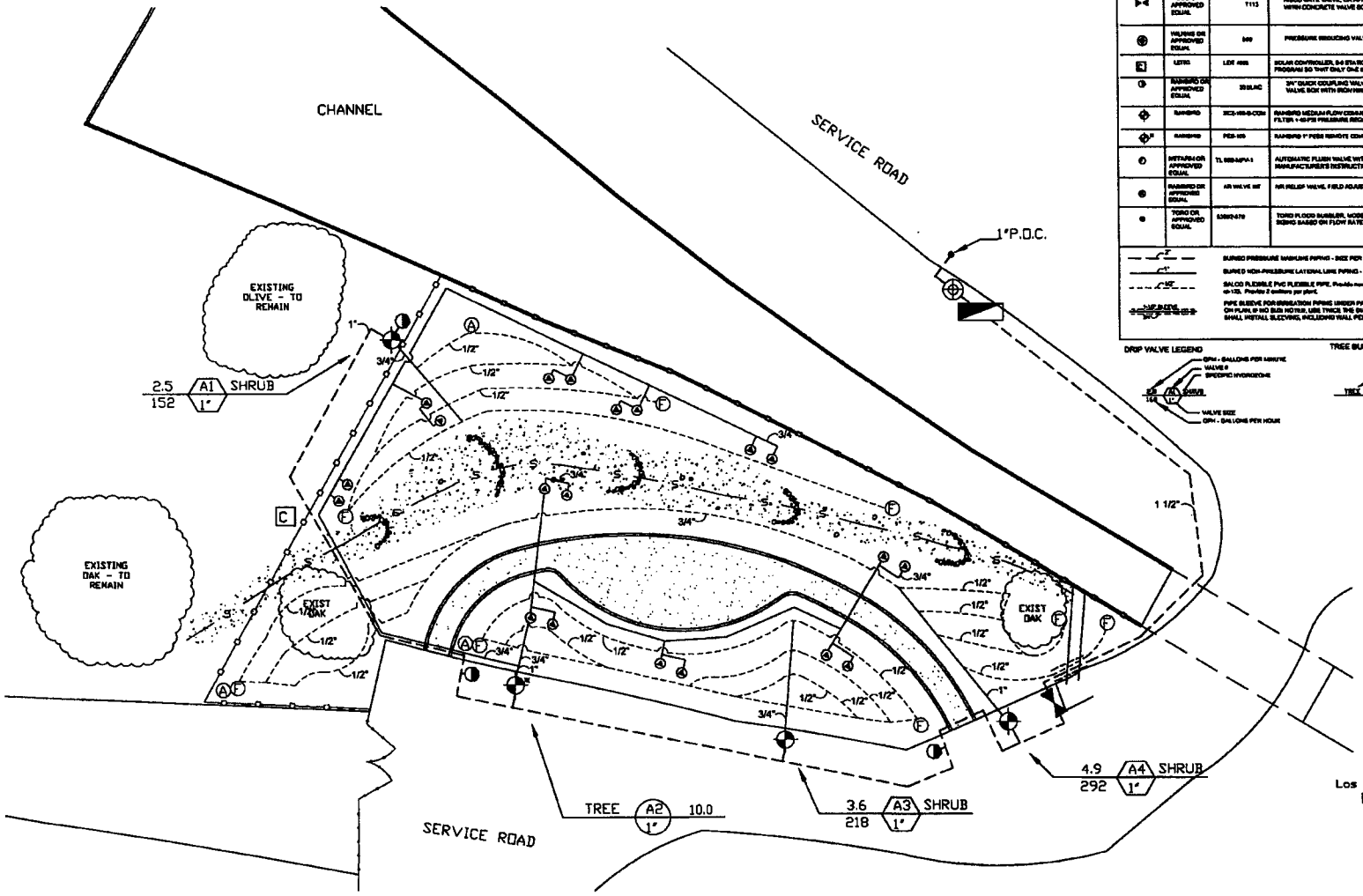
Type of Equipment	Make and Equipment You are Offering	Model	Year	Serial Number

REMARKS: _____

_____

_____

_____



IRRIGATION LEGEND

SYMBOL	PRODUCT	MODEL	DESCRIPTION
	FEBCO OR APPROVED EQUAL	825Y	1" REDUCED PRESSURE BACKFLOW ASSEMBLY WITH WYE FILTER, PRESSURE GAUGE & REGULATOR. PROVIDE WITH VANDAL-PROOF ENCLOSURE.
	NIBCO OR APPROVED EQUAL	T113	NIBCO GATE VALVE, OR APPROVED EQUAL. PER SPECIFICATIONS INSTALL WITHIN CONCRETE VALVE BOX. LINE SIZE
	WILKINS OR APPROVED EQUAL	500	PRESSURE REDUCING VALVE INSTALL WITHIN BACKFLOW ASSEMBLY
	LSTIC	LDT 4000	SOLAR CONTROLLER, 8-9 STATIONS (FOUR REQUIRED). INCLUDE A 100PSI ACTUATOR FOR EACH RCV. PROGRAM SO THAT ONLY ONE STATION RUNS AT ANY SINGLE TIME.
	RAINBIRD OR APPROVED EQUAL	33DLRC	3/4" QUICK COUPLING VALVE - INSTALL IN RECTANGULAR CONCRETE VALVE BOX WITH IRON HINGE LID.
	RAINBIRD	3CC-100-B-CCM	RAINBIRD MEDIUM FLOW COMMERCIAL CONTROL ZONE KIT WITH SAINET FILTER (1" PEB2 VALVE + 1" SAINET FILTER + 40-PSI PRESSURE REGULATOR + 1" BALL VALVE).
	RAINBIRD	PEB-100	RAINBIRD 1" PEB2 REMOTE CONTROL VALVE.
	WITAFSH OR APPROVED EQUAL	TL 600-NPA-1	AUTOMATIC FLUSH VALVE WITH 1/2" NPT INLET. INSTALL WITHIN VALVE BOX ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
	RAINBIRD OR APPROVED EQUAL	AR VALVE 1/2"	AIR RELIEF VALVE. FIELD ADJUST LOCATION TO HIGHEST ELEVATION WITHIN RCV SWEEP.
	TORO OR APPROVED EQUAL	53802-570	TORO FLOOD BUBBLER, MODEL 53802-570 - FULLY ADJUSTABLE 0 - 2.0 GPM (PIPE SIZING BASED ON FLOW RATE OF 0.5 GPM) INSTALL 3 PER TREE.

- 2" — BURIED PRESSURE MAINLINE PIPING - SIZE PER PLAN. SEE SPECIFICATIONS.
- 1" — BURIED NON-PRESSURE LATERAL LINE PIPING - SCHEDULE 40 PVC - SIZE PER PLAN.
- 1/2" — SALCO FLEXIBLE PVC FLEXIBLE PIPE. Provide two FCR2-4 Emitters and PVC distribution tubing. SALCO mil ep-120. Provide 2 emitters per plant.
- 1/2" SLEEVE — PIPE SLEEVE FOR IRRIGATION PIPING UNDER PAVING OR THROUGH WALLS - PVC SCHEDULE 80 SIZE NOTED ON PLAN. IF NO SIZE NOTED, USE TWICE THE DIAMETER OF THE INTERIOR PIPE. IRRIGATION CONTRACTOR SHALL INSTALL SLEEVING, INCLUDING WALL PENETRATIONS WHERE NECESSARY. SEE SPECIFICATIONS.

DRIP VALVE LEGEND

TREE BUBBLER VALVE LEGEND

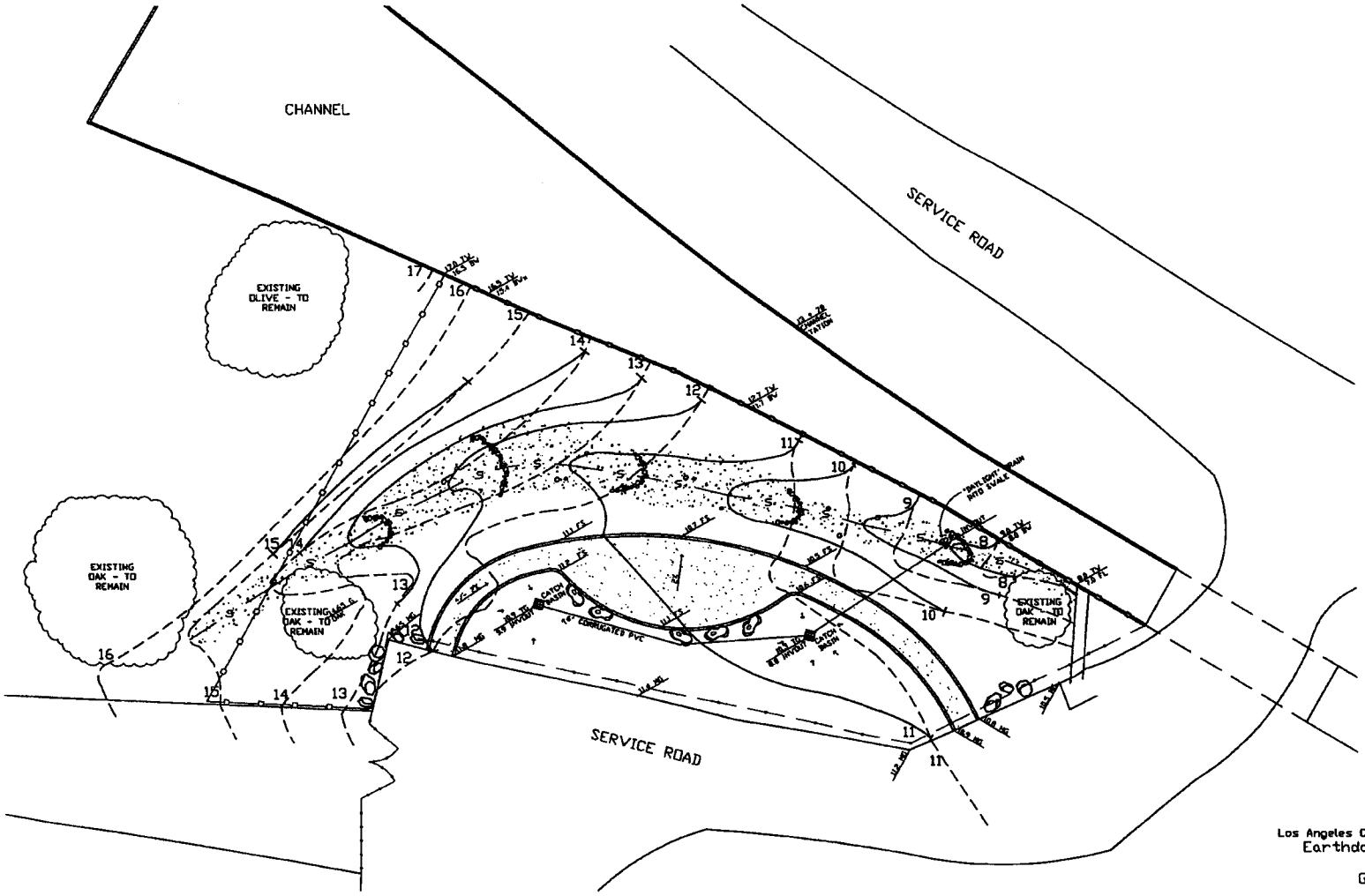
Earthday-Altadena

Los Angeles County Dept. of Public Works
Earthday 2008 - Altadena

IRRIGATION PLAN

SCALE: 1" = 10'-0"
0 10 20ft

NORTH



Earthday-Altadena

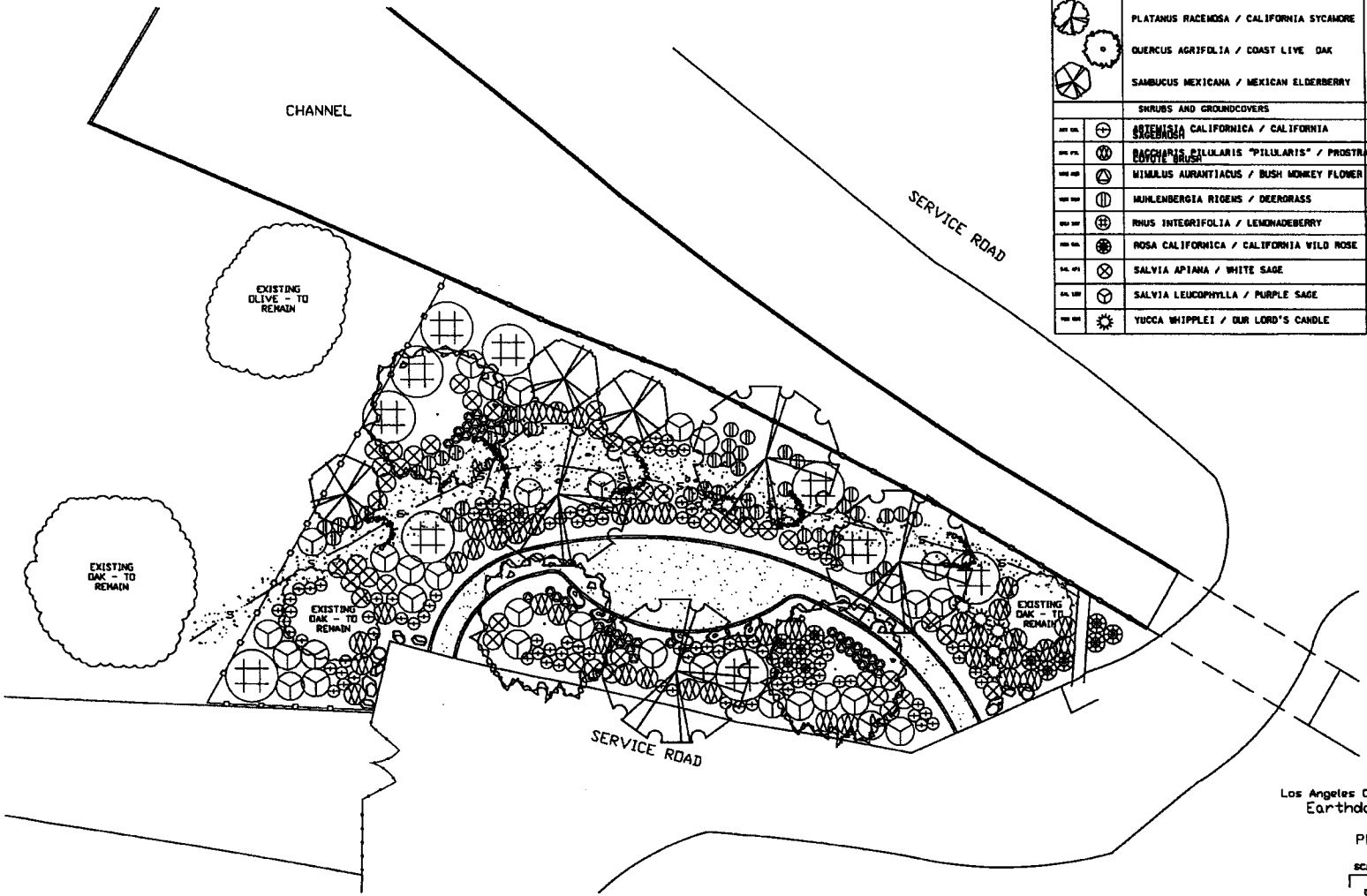
Los Angeles County Dept. of Public Works
Earthday 2008 - Altadena

GRADING PLAN

SCALE: 1" = 10'-0"

0 10 20ft

NORTH



PLANTING LEGEND *

ID	SYMBOL	Botanical name/COMMON NAME	SIZE	QTY	SIZE/SPACING REMARK
		TREES			
		PLATANUS RACEMOSA / CALIFORNIA SYCAMORE	15 G.	4	
		QUERCUS AGRIFOLIA / COAST LIVE OAK	15 G.	3	
		SAMBUCUS MEXICANA / MEXICAN ELDERBERRY	15 G.	3	
		SHRUBS AND GROUNDCOVERS			
ART CAL		ARTEMISIA CALIFORNICA / CALIFORNIA SAGEBRUSH	1 G.	105	2' OC
BAC PIL		BACCHARIS PILULARIS "PILULARIS" / PROSTRATE COYOTE BRUSH	1 G.	39	5' OC
MIM AUR		MIMULUS AURANTIACUS / BUSH MONKEY FLOWER	1 G.	39	2' OC
MUH RIG		MUHLENBERGIA RIGENS / DEERGRASS	1 G.	46	3' OC
RHU INT		RHUS INTEGRIFOLIA / LEMONADEBERRY	5 G.	10	11' OC
ROS CAL		ROSA CALIFORNICA / CALIFORNIA WILD ROSE	1 G.	13	4' OC
SAL API		SALVIA APIANA / WHITE SAGE	1 G.	42	4' OC
SAL LEU		SALVIA LEUCOPHYLLA / PURPLE SAGE	1 G.	32	6' OC
YUC WHI		YUCCA WHIPPLEI / OUR LORD'S CANDLE	1 G.	8	4' OC

Los Angeles County Dept. of Public Works
Earthday 2008 - Altadena

PLANTING PLAN

SCALE: 1" = 10'-0"
0 10 20ft

NORTH

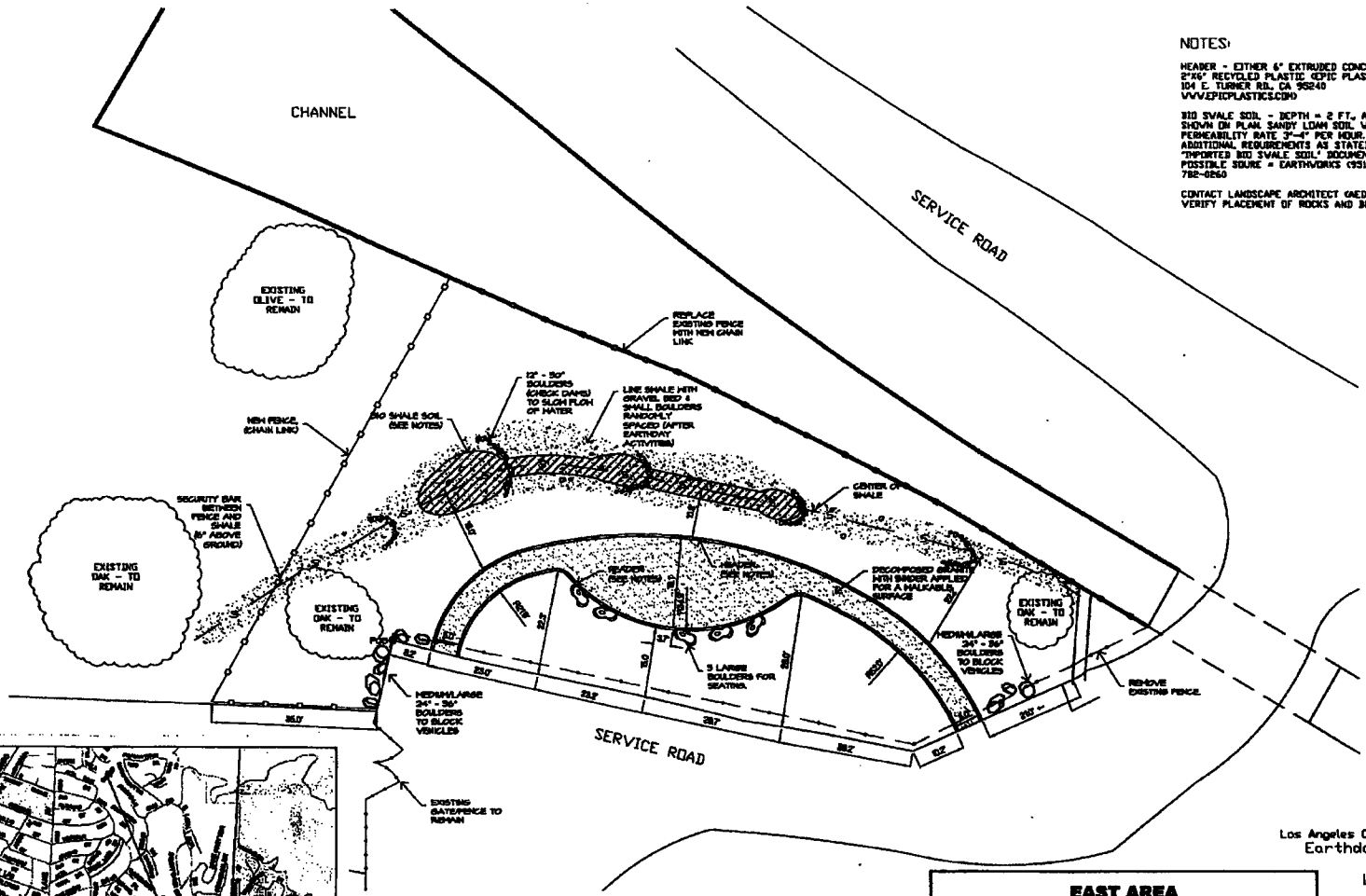
Earthday-Altadena

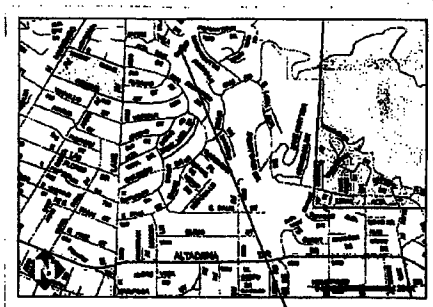
NOTES:

HEADER - EITHER 6" EXTRUDED CONCRETE, OR 2"X6" RECYCLED PLASTIC (EPIC PLASTICS, 104 E. TURNER RD., CA 95240 WWW.EPICPLASTICS.COM)

BIO SWALE SOIL - DEPTH = 2 FT., AREA AS SHOWN ON PLAN. SANDY LOAM SOIL WITH PERMEABILITY RATE 3"-4" PER HOUR. ADDITIONAL REQUIREMENTS AS STATED IN THE "IMPORTED BIO SWALE SOIL" DOCUMENT. POSSIBLE SOURE = EARTHWORKS (951) 782-0260

CONTACT LANDSCAPE ARCHITECT (MEID) TO VERIFY PLACEMENT OF ROCKS AND BOULDERS.





VICINITY MAP
TG 536 B-4

PROJECT SITE

Los Angeles County Dept. of Public Works
Earthday 2008 - Altadena

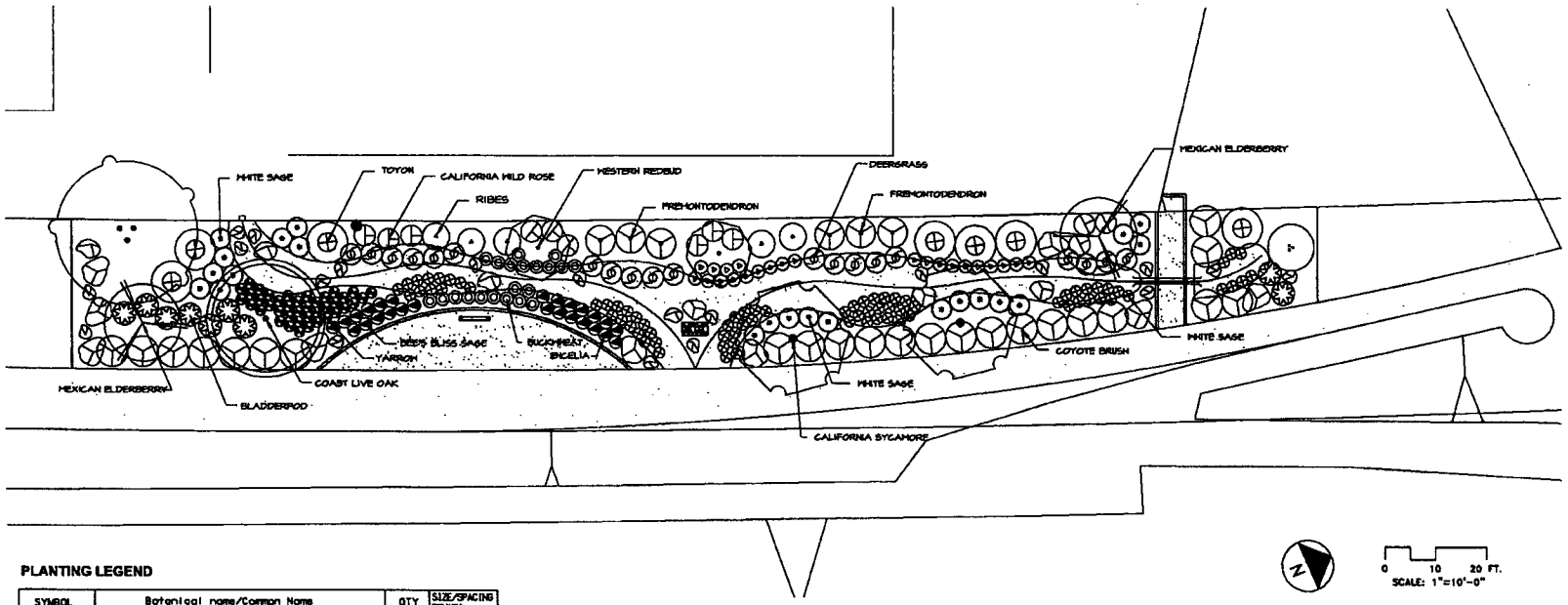
LAYOUT PLAN

SCALE: 1" = 10'-0"
0 10 20ft

NORTH

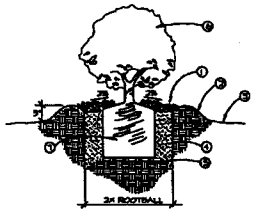
EAST AREA
SITE NO. 1
LAS FLORES DEBRIS BASIN
ALTADENA EARTH DAY SITE
(Northwest of Rubio Crest Dr. and Rubio Cyn Rd. Intersection in Altadena)

Earthday-Altadena



PLANTING LEGEND

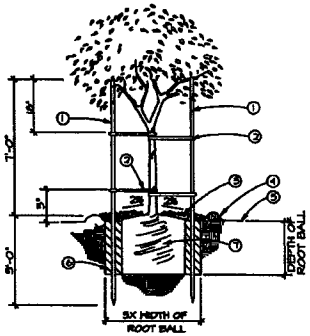
SYMBOL	Botanical name/Common Name	QTY	SIZE/SPACING REMARK
	TREES		
	Cercis occidentalis / Western Redbud	2	15 GAL. MULTI
	Heteromeles arbutifolia / Toyon	7	15 GAL. STD
	Platanus racemosa / California Sycamore	2	24" BOX STD
	Quercus agrifolia / Coast Live Oak	1	24" BOX STD
	Sambucus mexicana / Elderberry	2	15 GAL. MULTI
	SHRUBS AND PERENNIALS		
	Achillea millefolium / Yarrow	40	1 GAL 2' O.C.
	Baccharis pilularis 'Twin Peaks' / Coyote Brush	23	5 GAL 6' O.C.
	Encelia californica / Coast Sunflower	23	1 GAL 3' O.C.
	Eriogonum fasciculatum / Common Buckwheat	21	1 GAL 3' O.C.
	Fremontodendron californicum / Common Flannel Bush	6	5 GAL 6' O.C.
	Isomeris arborea / Bladderpod	9	5 GAL 5' O.C.
	Muhlenbergia rigens / Deergrass	20	1 GAL 4' O.C.
	Nassella pulchra / Purple Needlegrass	78	1 GAL 2' O.C.
	Ribes speciosum / Fuchsia-Flowering Gooseberry	5	5 GAL 7' O.C.
	Rosa californica / California Wild Rose	12	5 GAL 4' O.C.
	Salvia 'terraseca' / Bee's Bliss	26	1 GAL 3' O.C.
	Salvia apiana / White Sage	22	1 GAL 4' O.C.



LEGEND:

1. BACKFILL WATER BASIN W/ 5" OF UNCOMPACTED MULCH. KEEP MULCH AWAY FROM CROWN.
2. FORM 5" HIGH BERM AROUND BASIN.
3. FINISH GRADE
4. BACKFILL MIX. REFER TO SPECIFICATIONS.
5. ROOT TAMP NATIVE SOIL
6. SHRUB/GROUND COVER
7. ROOT BALL. SET TOP OF ROOT BALL 1" ABOVE FINISH GRADE

SHRUB PLANTING DETAIL



TREE PLANTING DETAIL

LEGEND:

1. (2) TWO 10'-0" x 2" DIA. COMPLETELY TREATED LODGEPOLE TREE STAKE (REFER TO SPECIAL PROVISIONS).
2. FASTEN TREE TO STAKES W/ "WONDER TREE TIES" OR APPROVED EQUAL TWO (2) AT EACH STAKE.
3. BACKFILL WATER BASIN W/ 5" OF UNCOMPACTED MULCH. KEEP MULCH AWAY FROM CROWN.
4. FORM 5" HIGH BERM AROUND BASIN. (5'- 0" DIA.)
5. FINISH GRADE
6. BACKFILL MIX. REFER TO SPECIAL PROVISIONS.
7. ROOT BALL. SET TOP OF ROOT BALL 1" ABOVE FINISH GRADE

NOTE:

1. AFTER TREE IS PLANTED, PRUNE AND SHAPE AS DIRECTED AND APPROVED BY LANDSCAPE ARCHITECT.
2. INSTALL TREE STAKES PERPENDICULAR TO THE PREVAILING WIND.

PUBLIC WORKS

ARCHITECTURAL ENGINEERING DIVISION

DESIGN & REVIEW SECTION

PROJECT TITLE

EARTHDAY 2008

SAN GABRIEL RIVER

LA PRIMERA ELEMENTARY SCHOOL

SAN GABRIEL BLVD.

SHEET INDEX

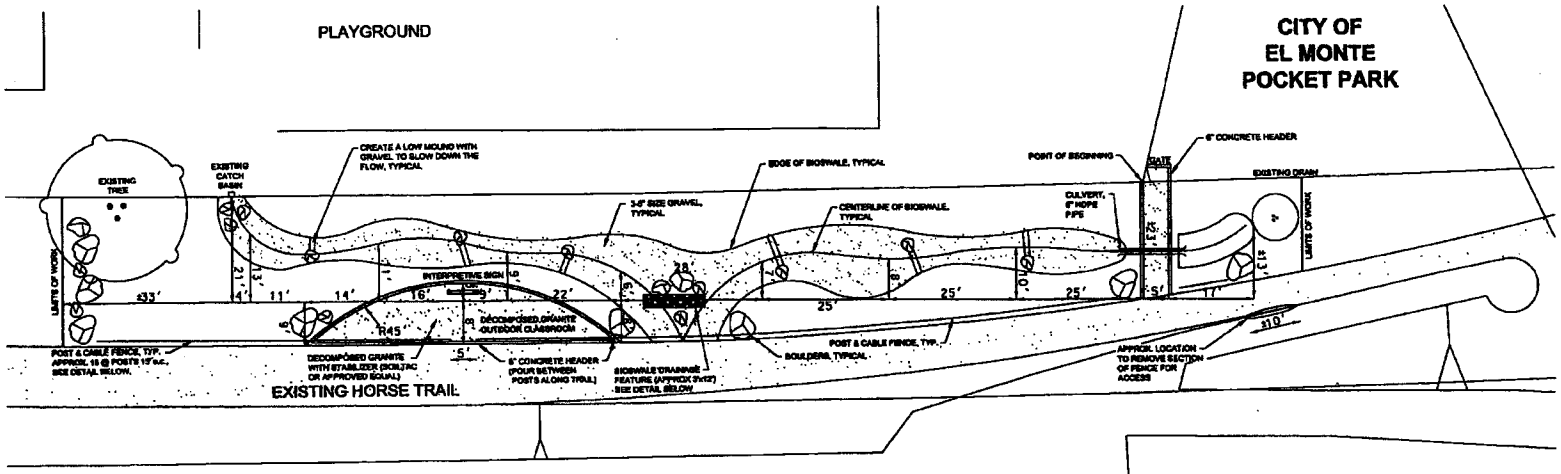
REVISIONS

SZ 1/08/08

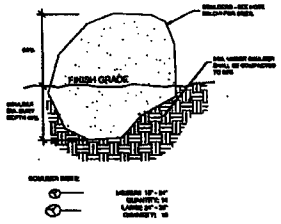
MJ

SHEET NUMBER

L-2

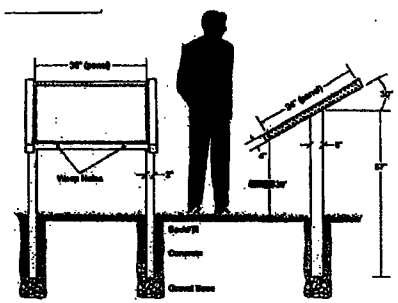


SAN GABRIEL RIVER



BOULDER DETAIL

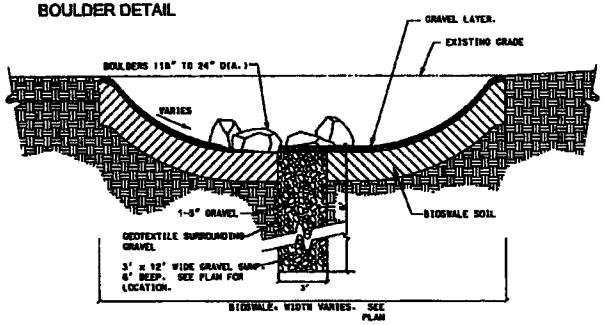
EAST AREA
SITE NO. 2
SAN GABRIEL RIVER
LA PRIMARIA EARTH DAY SITE
(South of Ramona Blvd., behind 4220 Gilman Rd. in El Monte)



INTERPRETIVE SIGN

VICINITY MAP
TG 597 G-7

PROJECT SITE

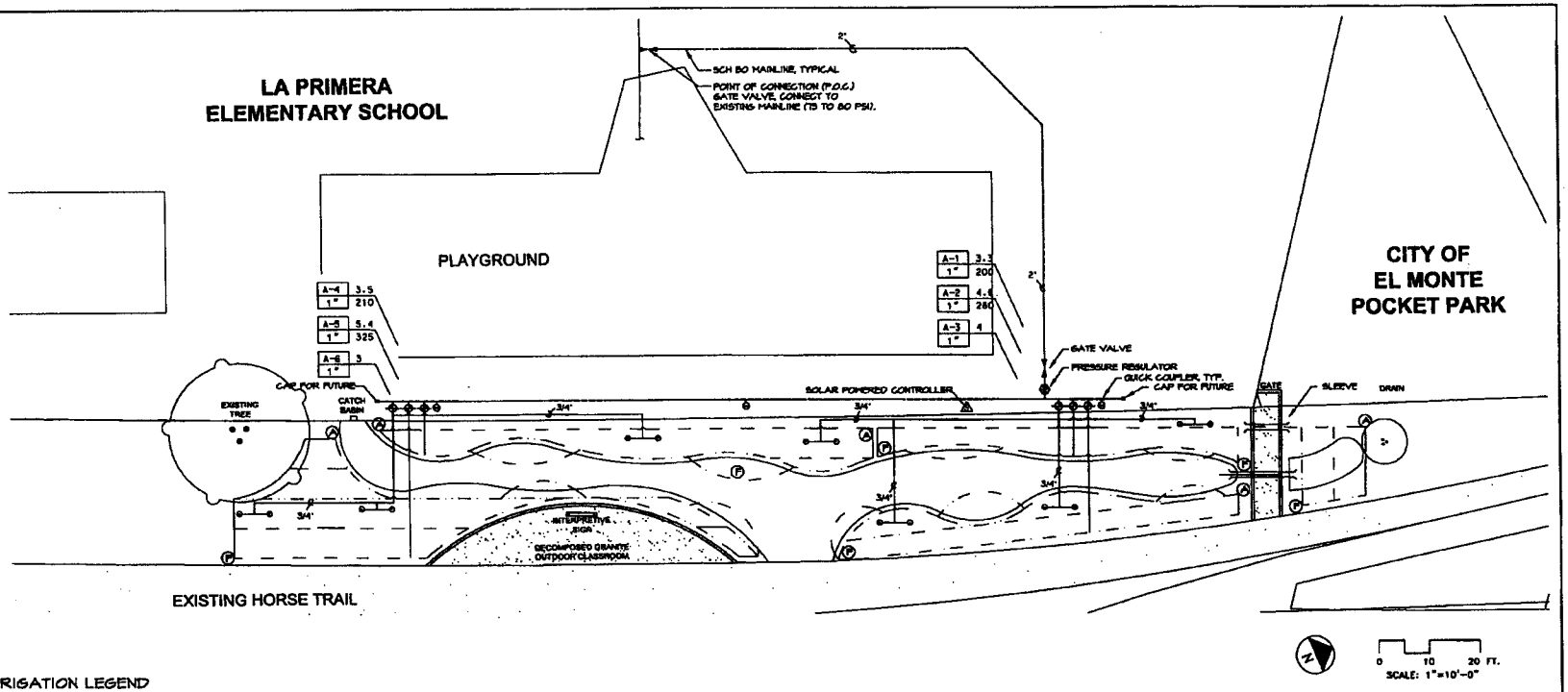


BIOSWALE DETAIL

PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION

EARTHDAY 2008
SAN GABRIEL RIVER
LA PRIMERA ELEMENTARY SCHOOL

L-1



IRRIGATION LEGEND

SYMBOL	MANUFACTURER	MODEL NUMBER	GPH	RAD.	PSI	DET
	RAINBIRD OR APPROVED EQUAL	RWS-BC602, BUBBLER	5 GPM	-	40	A
—	SALCO OR APPROVED EQUAL	PVC-AR-075 IPS 3/4" NON-RIGID PVC DISTRIB. TUBING (BURY 12")	-	-	-	
	SALCO OR APPROVED EQUAL	PCRZ-1 PRES. COMP EMITTER, 2 PER SHRUB. CONNECT AT 3/4" TUBING. PROVIDE PVC-185-125 (1/8") TUBING FROM EMITTER TO EACH SHRUB. EMITTER OUTLET CAP AT END OF 1/4" TUBING	1 GPH	-	40	C
▶◀	NIBCO OR APPROVED EQUAL	T-113 BRONZE GATE VALVE (SIZE PER MAINLINE)				F
⊕	RAINBIRD OR APPROVED EQUAL	XCZ-100 1" DV AUTOMATIC REMOTE CONTROL VALVE KIT W/ 200 MESH SS WYE STRAINER W/ PRESSURE REGULATOR PSI-M40X-100 FOR 40PSI				H
	APPLIED ENG. OR APPROVED EQUAL	10151626 10"X15"X12" HIGH GREEN PLASTIC VALVE BOX				-
⊕	RAINBIRD OR APPROVED EQUAL	1" PEB-PRS-D SERIES REMOTE CONTROL VALVE FOR BUBBLERS				D
△	D.I.G. OR APPROVED EQUAL	LEIT 4008 - 8 STATION SOLAR CONTROLLER WITH PROTECTIVE ENCLOSURE.				E
⊖	RAINBIRD OR APPROVED EQUAL	3/4" QUICK COUPLER 35DLRC INSTALL IN VALVE BOX				G
Ⓐ	RAINBIRD OR APPROVED EQUAL	AIR RELIEF VALVE KIT IN VALVE BOX. FIELD ADJUST LOCATION TO HIGHEST ELEVATION WITHIN RCV SYSTEM				I
Ⓕ	NETAFIM OR APPROVED EQUAL	TL050-MPV-1 IN LINE AUTOMATIC FLUSH VALVE				I
— 1" —		SCH 40 PVC MAIN LINE PIPE - BURY 24"				J
3/4"		SCH 40 PVC LATERAL LINE PIPE BURY 12"				J

NOTES:
1. POC AT EXISTING MAINLINE.
EXISTING PSI 70-75
DESIGN PSI 40
DESIGN MAX GPM 9

NOTES:
1. BLACK SIDE OF EMITTER TOWARD LATERAL TUBING, COLOR SIDE ATTACH TO 1/4" TUBING LEADING TO SHRUB

VALVE SYMBOL
GPM
STATION NUMBER
VALVE SIZE

IRRIGATION NOTES:

1. EXISTING PRESSURE AT P.O.C. SHALL BE MIN. 35 PSI. VERIFY PRESSURE AND NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IS LESS THAN 35 PSI. IF PRESSURE IS OVER 80 PSI, THEN PROVIDE PRESSURE REGULATOR.
2. INSTALL ALL DRIP IRRIGATION LINES MIN. 4" DEEP FROM TOP OF EXISTING GRADE.
3. ALL IRRIGATION MAIN AND LATERAL LINES, VALVES, AND ELECTRICAL WIRES TO BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE.
4. CONNECT NEW WATER LINE TO EXISTING MAINLINE AT PROPOSED GATE VALVE.

PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
DESIGN & REVIEW SECTION

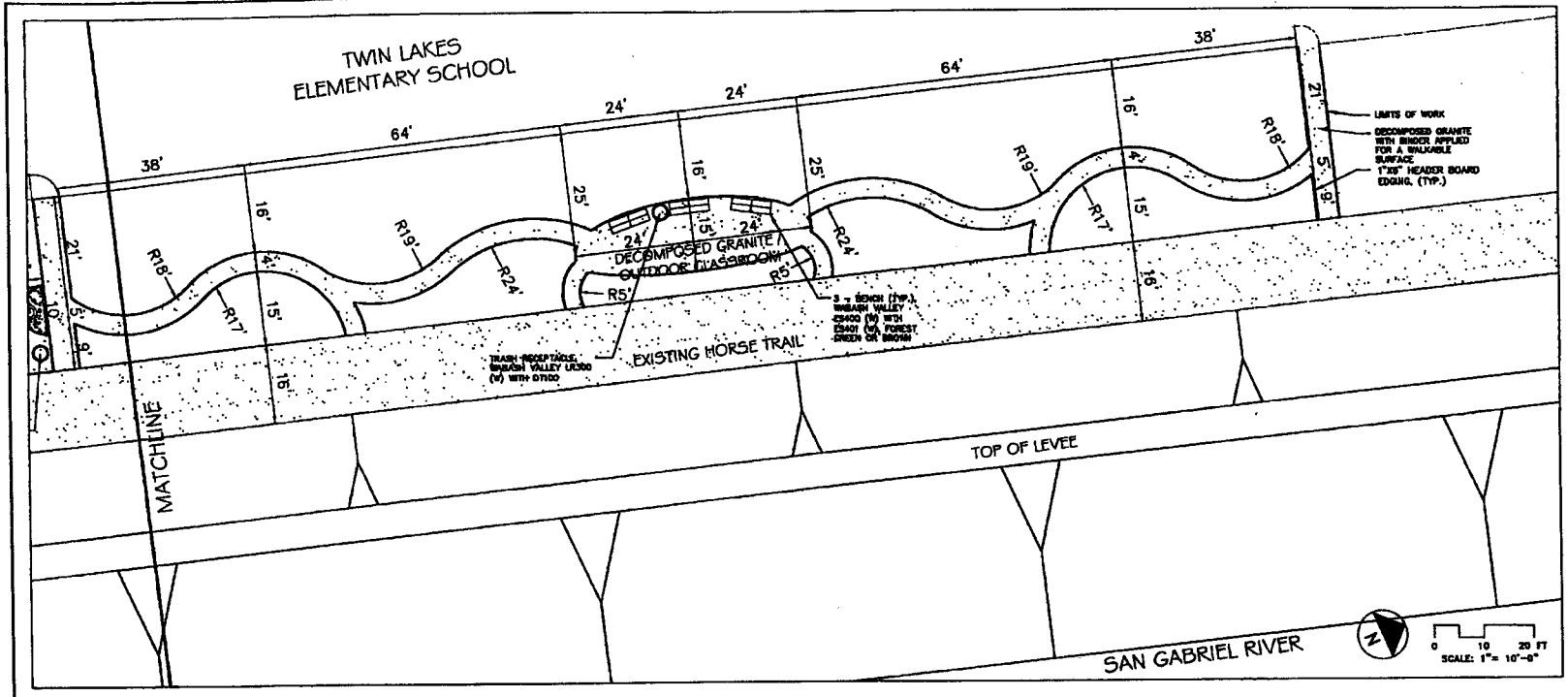
PROJECT TITLE
EARTHDAY 2008
SAN GABRIEL RIVER
LA PRIMERA ELEMENTARY SCHOOL
RAMONA BLVD.
EL MONTE

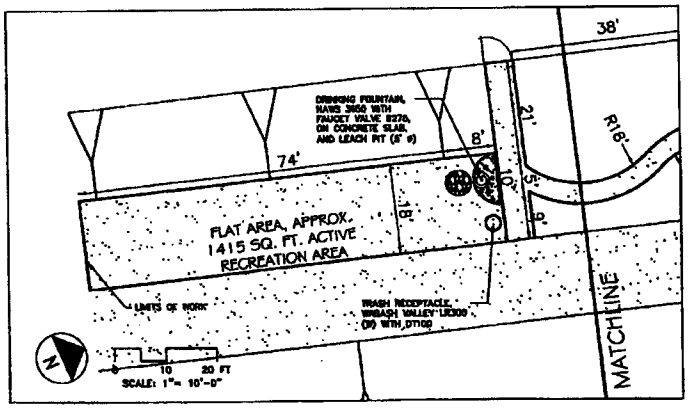
SHEET INDEX

REVISIONS

DRAWN	DATE
BZ	1/08/08
JOB NUMBER	DWG. NO.
CHECKED	SHEET NUMBER
MJ	

L-3





VICINITY MAP
TG 637 G-1

PROJECT SITE

ACTIVE RECREATION AREA NOTES:

1. PAR COURSE BY OTHERS. THE EXAMPLE SHOWN IS FOR CONCEPTUAL PURPOSES ONLY.

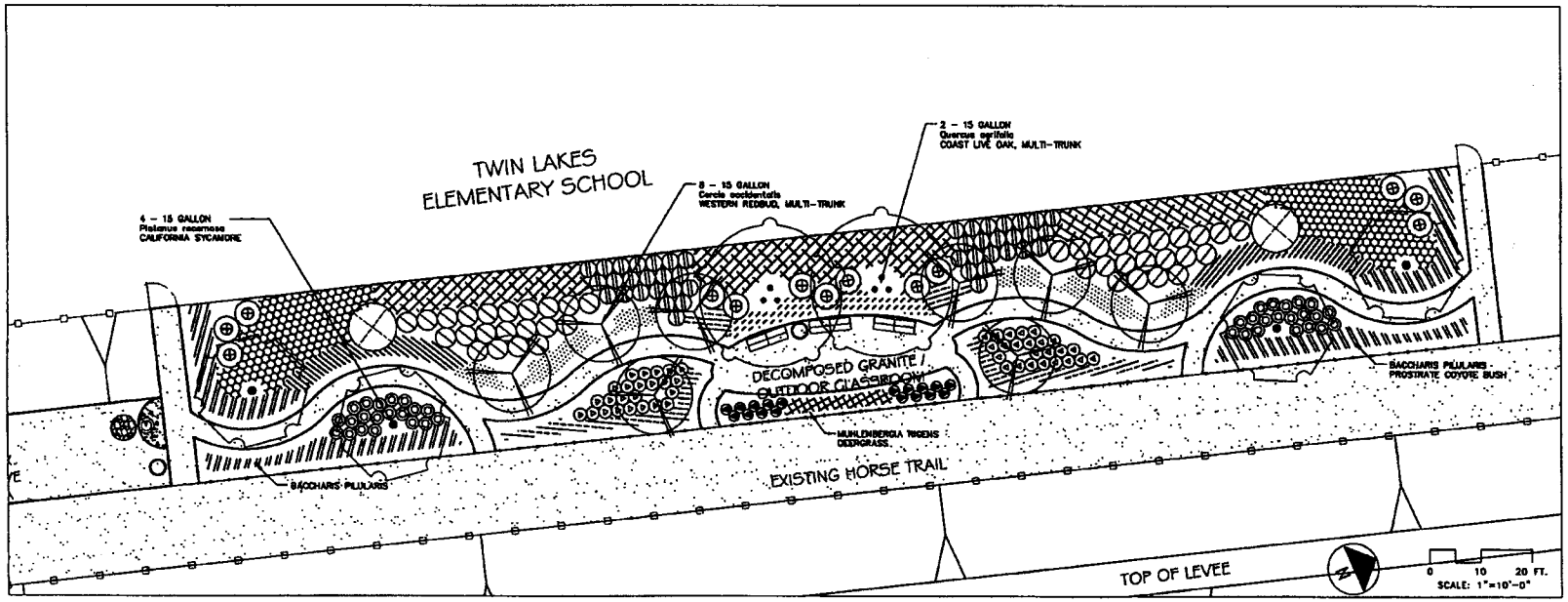
EAST AREA
SITE NO. 3
SAN GABRIEL RIVER
TWIN LAKES EARTH DAY SITE
(South of Ramona Blvd., behind 3900 Gilman Rd. in El Monte)

PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
DESIGN & REVIEW SECTION

EARTHDAY
TWINLAKES

SZ 2/23/07
MJ

L-1



PLANTING LEGEND

SYMBOL	Botanical name/COMMON NAME	QTY	SIZE/SPACING REMARK	REFERENCE/SHEET
TREES				
	Cercis occidentalis – WESTERN REDBUD	8	15 GAL. MULTI	
	Heteromeles arbutifolia – TOYON	2	15 GAL. MULTI	
	Platanus racemosa – CALIFORNIA SYCAMORE	4	15 GAL. STD	
	Quercus agrifolia – COAST LIVE OAK	2	15 GAL. STD	
SHRUBS AND GROUNDCOVERS				
	Artemisia californica 'Canyon Grey' – CALIFORNIA SAGEBRUSH	42	1 GAL. 3' O.C.	
	Achlea millefolium – YARROW	18	1 GAL. 2' O.C.	
	Baccharis pilularis 'Centennial' – COYOTE BRUSH	52	1 GAL. 3' O.C.	
	Baccharis pilularis 'Twin Peaks' – COYOTE BRUSH	98	1 GAL. 3' O.C.	
	Encelia californica – COAST SUNFLOWER	46	1 GAL. 3' O.C.	

SYMBOL	Botanical name/COMMON NAME	QTY	SIZE/SPACING REMARK	REFERENCE/SHEET
SHRUBS AND GROUNDCOVERS				
	Epilobium canum ssp.latifolium – CALIFORNIA FUSCHIA	32	1 GAL. 2' O.C.	
	Eriogonum fasciculatum – COMMON BUCKWHEAT	42	1 GAL. 3' O.C.	
	Lessingia filaginifolia – CALIFORNIA ASTER	44	1 GAL. 2' O.C.	
	MIXED PERENNIALS *	98	1 GAL. 2' O.C.	
	Muhlenbergia rigens – DEERGRASS	6	3 GAL. 3' O.C.	
	Rhamnus californica – CALIFORNIA COFFEEBERRY	13	5 GAL. 6' O.C.	
	Rosa californica – CALIFORNIA WILD ROSE	48	1 GAL. 4' O.C.	
	Salvia apiana – WHITE SAGE	44	1 GAL. 3' O.C.	
	Salvia spathacea – HUMMINGBIRD SAGE	16	1 GAL. 4' O.C.	

*MIXED PERENNIALS: Bush Monkey Flower, Bladderpod, Milkwood, Black Sage, Owl's Clover, California Poppy, Lupine, Purple Sage.

NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR SAME.

PUBLIC WORKS

ARCHITECTURAL ENGINEERING DIVISION

DESIGN & REVIEW SECTION

PROJECT TITLE

EARTHDAY TWINLAKES

CITY/STATE/ZIP

ADDRESS

SHEET INDEX

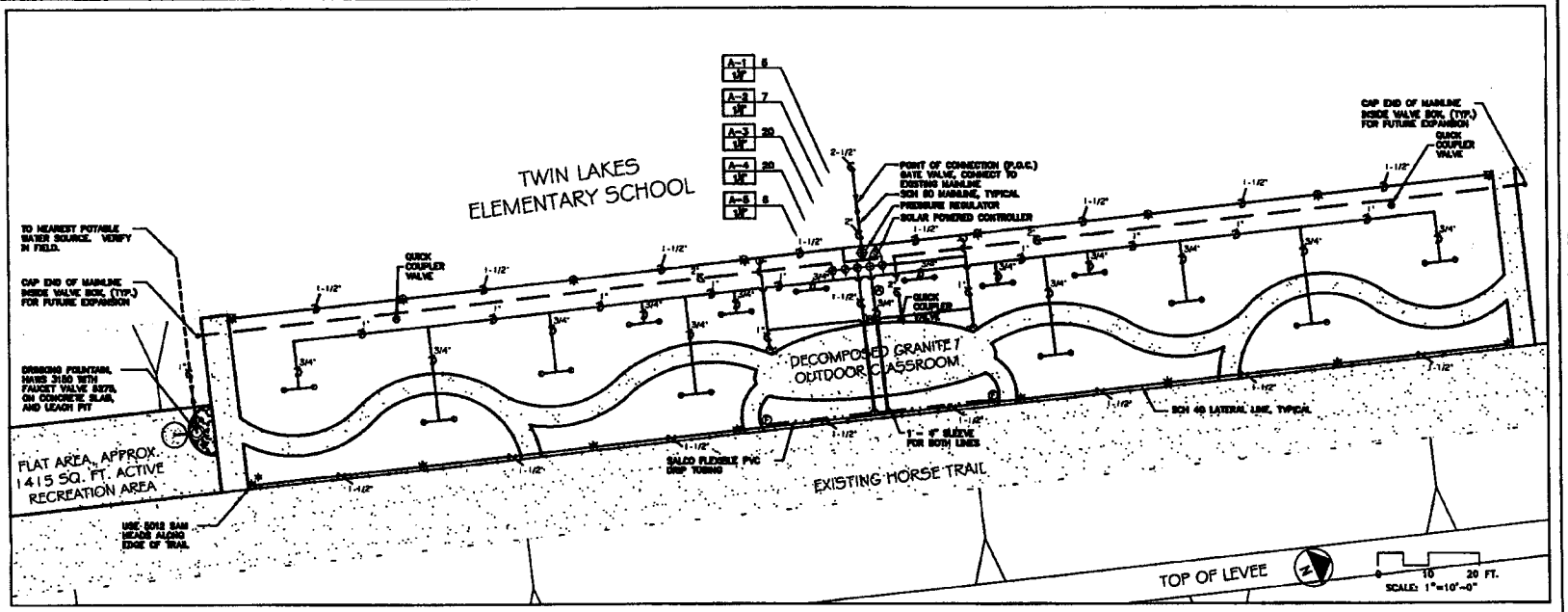
REVISIONS

SZ 2/27/07

MJ

SHEET NUMBER

L-2



IRRIGATION LEGEND

SYMBOL	MANUFACTURE	MODEL NUMBER	GPM/GPH	RAD.	PSI	DET
	SALCO	PVC-AR-070 PS 3/4" NON-RSED PVC DISTRIB. TUBING W/ THE FOLLOWING EMITTERS. (BURY 12")	–	–	–	C
	SALCO	PCR2-2 PRES COMP EMITTER, 2 PER SHRUB. CONNECT AT 3/4" TUBING. PROVIDE CT-4SB 1/4" TUBING FROM EMITTER TO EACH SHRUB. PROVIDE EMITTER OUTLET CAP AT END OF 1/4" TUBING	2 GPH	–	40	
	RAINBIRD	ROTORS, 6500-PC-SAM & 5012-PC-SAM	3 GPM	34'	35	B
	RAINBIRD	ROTORS, 3504-PC-SAM	1 GPM	21'	35	B
	RAINBIRD	1404-PCS-FULL-CIRCLE BUBBLER	1 GPM	–	30	A
	LITT	4000 SERIES – 8 STATION AMBIENT LIGHT POWERED CONTROLLER (SOLAR). INSTALL WITH STAINLESS STEEL ENCLOSURE AND MOUNTING COLUMN.				–
	RAINBIRD	PEB SERIES 2" REMOTE CONTROL VALVE				D
	RAINBIRD	XCZ-075 3/4" DV AUTOMATIC REMOTE CONTROL VALVE KIT W/ 200 MESH SS WYE STRAINER W/ PRESSURE REGULATOR PRS-KIT-100 FOR 30 PSI				
	APPLIED PRD	10100020 10"x15"x12" HIGH GREEN PLASTIC VALVE BOX				
	LITT	LEMA SERIES, 10216 MICROPOWER ACTUATOR (SOLAR)				
	WILKINS	2-1/2" WATER PRESSURE REDUCING VALVE, MODEL 600, INSTALL IN VALVE BOX. * INSTALL ONLY IF PRESSURE IS OVER 80 PSI				
	RAINBIRD	3/4" QUICK COUPLER 33DLRC INSTALL IN VALVE BOX				G
	RAINBIRD	AIR RELIEF VALVE. FIELD ADJUST LOCATION TO HIGHEST ELEVATION WITHIN REV SYSTEM				I
	NETAFIM	TLCOO-MFV-1 IN LINE AUTOMATIC FLUSH VALVE				I
2"		SCH 80 PVC MAIN LINE PIPE – BURY 24"				J
3/4"		SCH 40 PVC LATERAL LINE PIPE BURY 12"				J
	HAWS	MODEL 3180, HI-LO REINFORCED CONCRETE PEDESTAL DRINKING FOUNTAIN WITH MODEL 5250 SS FAUCET AND LEACH PIT				E,H

NOTES:
1. POC AT EXISTING MAINLINE.

EXISTING PSI 220 (2-1/2" VALVE)
DESIGN PSI 35
DESIGN MAX GPM 20

NOTES:
1. BLACK SIDE OF EMITTER TOWARD LATERAL TUBING, COLOR SIDE ATTACH TO 1/8" TUBING LEADING TO SHRUB

VALVE SYMBOL

GPM
STATION NUMBER
VALVE SIZE

IRRIGATION NOTES:

1. EXISTING PRESSURE AT P.O.C. SHALL BE MIN. 35 PSI. VERIFY PRESSURE AND NOTIFY LANDSCAPE ARCHITECT IF PRESSURE IS LESS THAN 35 PSI. IF PRESSURE IS OVER 80 PSI, THEN PROVIDE PRESSURE REGULATOR.
2. INSTALL ALL DRIP IRRIGATION LINES MIN. 4" DEEP FROM TOP OF EXISTING GRADE.
3. ALL IRRIGATION MAIN AND LATERAL LINES, VALVES, AND ELECTRICAL WIRES TO BE INSTALLED IN PLANTING AREAS WHEREVER POSSIBLE.
4. CONNECT NEW WATER LINE TO EXISTING MAINLINE AT EXISTING GATE VALVE.

PUBLIC WORKS
ARCHITECTURAL ENGINEERING DIVISION
DESIGN & REVIEW SECTION

EARTHDAY
TWINLAKES

SZ 2/27/07
MJ

L-3

EXHIBIT G

HYDROSEED SPECIFICATIONS

Seed Classification

State-approved seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material.

Labels shall be in conformance with AMS-01 and applicable state seed laws.

Seed Mixtures

Seed mixtures shall be proportioned by weight as follows:
Pure Live Seed (P.L.S.)

Botanical Name	Common Name	Pounds Per Acre
Bromus Carinatus	California Brome	5.0 lbs/acre
Deschampsia caespitosa	Tufted Hairgrass	3.8 lbs/acre
Deschampsia elongatum	Hairgrass	2.2 lbs/acre
Eschscholzia californica	Calif. Poppy	2.0 lbs/acre
Hordeum c. prostrate	Calif. Barley	6.0 lbs/acre
Melica Imperfecta	Coast Range Melica	2.0 lbs/acre
Lupinus bicolor	Lupines	3.0 lbs/acre
Poa secunda	Bluegrass	1.3 lbs/acre
Stipa Lepida	Foothill NeedleGrass	1.0 lbs/acre
Vulpia microstacys	Zorro Fescue	4.3 lbs/acre

Total lbs. P.L.S. per acre = 30.6

Quality

Seed shall conform to FS JJJ-S-181. Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.

EXHIBIT H

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

Contractor Company Name:_____

Proj. Cost Account (PCA)_____ Org. Cost Account (OCA)_____ User Code 1_____

LANDSCAPE MAINTENANCE SERVICE REPORT
FOR THE MONTH OF _____

CHANNEL NAME:_____

SERVICE DESCRIPTION	Item	% Complete	Prior % Complete
Annual cutting seeded grass/ wildflower slopes (first cutting). *This item will be paid upon completion of work.*	a		
Cutting seeded grass/ wildflower slopes (second cutting). *This item will be paid upon completion of work.*	b		
Annual/Monthly trim, care, and replanting of:			
Ground Cover	c		
Vines -March	d		
Vines-September	e		
All other work(tree & shrubbery trimming and care, weed control)	f		

AS NEEDED ITEMS - ALL OTHER WORK (FILL OUT FOR EACH DAY)

Description	Item	HOURS/ UNIT	DATE
Irrigation System Repairs (4 hour MIN. for emergency call out)			

Remarks:

By signing this document, the contractor and/or his representative confirm that they agree with the number of hours worked or percent of work completed

CONTRACTOR SIGNATURE :_____ DATE: _____

NAME OF DEPARTMENT REPRESENTATIVE :_____

SIGNATURE OF DEP REP :_____ DATE: _____

White Copy - Contractor Canary Copy - Flood/Fremont Pink Copy - User Division

UNITED PACIFIC SERVICES
INCORPORATED

file No. A101

TITLE PAGE

United Pacific Services, Inc. has reviewed "Notice of Request For Proposals For Landscape Maintenance Services - East and West Areas (2008-PA039)" by the County of Los Angeles and agrees to the terms as set forth in said document titled:

FOR

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR PROPOSALS FOR

"LANDSCAPE MAINTENANCE SERVICES - EAST AND WEST AREAS (2008-PA039)"

Responses to be received until

Final submittal Date:

Monday, August 4, 2008 at 5:00 p.m.

Proposal addressed to:

Mr. Edwin Manoukian
Administrative Services Division - 9th Floor
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

CALIFORNIA SMALL BUSINESS 33376

Authorized Signature:

Corporate seal

Gus K. Franklin
President and CEO
Signature Binds the Corporation

This bid shall remain valid for a period of not less than 270 days from the date of submittal

Date: 08/04/08

file No. A515

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 08/04 , 2008	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: **Landscape Maintenance Services - East and West Areas (2008-PA039)**

DECLARANT INFORMATION

3. NAME OF DECLARANT: **Gus K. Franklin**

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(S) IS: **President of United Pacific Services, Inc.**

PROPOSER INFORMATION

6. Proposer's full legal name: **UNITED PACIFIC SERVICES, INC.**			Telephone No.: **(562) 691-4600 x225**
Address: **120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310**			Fax No.: **(562) 691-8839**
e-mail: **gus@unitedpac.com**	County WebVen No.: **52887901**	IRS No.: **33-0841901**	Business License No.: **21799**
7. Proposer's fictitious business name(s) or dba(s) (if any): **N/A**			
County(s) of Registration: **N/A**		State: **N/A**	Year(s) became DBA: **N/A**

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☒ A corporation:	Corporation's principal place of business: **120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310**	
	State of incorporation: **California**	Year incorporated: **JAN/1999**
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: **Gus K. Franklin**	
	Secretary: **Susan K. Franklin**	
☐ 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) **Gus K. Franklin**	Title **President**	Phone **(562) 691-4600 x225**	Fax **(562) 691-8839**
Street **120 E. La Habra Bl., Suite 107**	City **La Habra**	State **California**	Zip **90631-2310**
Name(s) **Susan K. Franklin**	Title **Sec/Treasurer**	Phone **(562) 691-4600 x224**	Fax **(562) 691-8839**
Street **120 E. La Habra Bl., Suite 107**	City **La Habra**	State **California**	Zip **90631-2310**

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☒ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☒ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____
Name(s): _____ Year of name change: _____

12. Is your firm involved in any pending acquisition or merger? ☒ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. CHECK ONE:	☒ (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR ☐ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent:	Date: **08/04/08**
Type name and title: **Gus K. Franklin, President**	

SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE – EAST AREA (2008-PA039)

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, supervision, 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.

NOTE:
Public Works will reimburse all dumping fees. Public Works will not pay for labor and transportation of debris to the dump site.

Item	Task Description	Total Acres	Annual Frequency	Unit Price Per Acre	Annual Cost (Total Acres X Annual Frequency X Unit Price Per Acre)
1.	Tree and Shrubbery Trimming and Care, Ground Cover Trimming and Care, Ornamental Grass Trimming and Care, Weed Control, Litter Control, Watering Irrigation Management, Rodent Control, etc.				
	a. Las Flores Debris Basin (Altadena Earth Day Site)	0.24			
	b. San Gabriel River (La Primaria Earth Day Site)	0.16			
	c. San Gabriel River (Twin Lakes Earth Day Site)	0.20			
	Total Acres	0.60	12	$ 3,510.00	$ 25,272.00
				Total Annual Proposed Price for Item No. 1	$ 25,272.00

Item	Task Description	Unit	Estimated Number of Units	Unit Price	Annual Proposed Price (Est. Number of Units X Unit Price)
2.	As-Needed Items (Only to be performed with Public Works' approval)				
	a. Manual operation of irrigation system past the required 30-day period.	Hour	50	$ 38.00	$ 1,900.00
	b. Irrigation system repairs*	Hour	50	$ 55.00	$ 2,750.00
	c. Flat rate for emergency call back to shut off water, turn off irrigation system.	Each	50	$ 55.00	$ 2,750.00
	d. Replant Trees, Shrubs, Ground Cover, Plants, etc. (Submit plant receipts for reimbursement)	Hour	100	$ 38.00	$ 3,800.00
				Total Annual Proposed Price for Item No. 2	$ 11,200.00
				Total Annual Proposed Price for Item Nos. 1 & 2	$ 36,472.00

LEGAL NAME OF PROPOSER United Pacific Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Gus K. Franklin		
TITLE OF AUTHORIZED PERSON President		
DATE August 04, 2008	STATE CONTRACTOR'S LICENSE NUMBER 790590	LICENSE TYPE C27 C61/D49
PROPOSER'S ADDRESS: 120 E. La Habra Blvd., Suite 107 La Habra, CA 90631		
PHONE (562) 691-4600 ext. 225	FAX (562) 691-8839	E-MAIL gus@unitedpac.com

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* For every emergency call out, the Contractor will be paid at the minimum of 4 hours.

FORM LW-3

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES - EAST AREAS (2008-PA039)

PROPOSER: United Pacific Services, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
1.) Crew Foreman			7					7	364	15.00	$ 5,460.00
2.) Gardener			6					6	312	11.84	$ 3,694.00
3.) Gardener			6					6	312	11.84	$ 3,694.00
4.) Irrigation Tech			2					2	104	15.00	$ 1,560.00
5.) Herbicide Applicator			2					2	104	14.00	$ 1,456.00
											$
											$
											$
											$
											$

Comments/Notes:		
1.) See Cost Methodology for East & West Areas (2008-PA039) combined.	Total Annual Salaries	$ 15,864.00
	(1) Vacations, Sick Leave, Holiday	$ 1,586.00
	(2) Health Insurance **	$ -0-
	(3) Payroll Taxes & Workers' Compensation	$ 2,380.00
2.) Profile of East Areas only	(4) Welfare and Pension	$ -0-
	Total Annual Employee Benefits (1+2+3+4)	$ 3,966.00
	(5) Equipment Costs	$ 5,337.00
	(6) Service and Supply Costs	$ 5,835.00
	(7) General and Administrative Costs	$ 2,188.00
	(8) Profit	$ 3,282.00
	Total Annual Other Costs (5+6+7+8)	$ 16,642.00
	TOTAL ANNUAL PRICE	$ 36,472.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.
The above information was complied from 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 requirements of the proposal.

Gus K. Franklin, President
Name of Proposer

Signature

August 4, 2008
Date

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:	UNITED PACIFIC SERVICES, INC.		
Company Address:	120 E. La Habra Blvd., Suite 107		
City:	La Habra	State: CA	Zip Code: 90631-2310
Telephone Number:	(562) 691-4600		
(Type of Goods or Services):	Landscape Maintenance Services, Tree Services, Weed Abatement, Irrigation		

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: **Gus K. Franklin**	Title: **President**
Signature: Gus K. Franklin	Date: **08/04/08**

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: **Landscape Maintenance Services - East and West Areas (2008-PA039)**
SERVICE BY PROPOSER **UNITED PACIFIC SERVICES, INC.**
PROPOSAL DATE: **08/04/08**

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

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	21	47	35	39	44	186	82
2. Total dollar amount of Contracts (in thousands of dollars).	2,102,886	3,191,530	3,256,051	3,350,601	4,099,254	16,000,322	1,880,045
3. Number of fatalities.	-0-	-0-	-0-	-0-	-0-	-0-	-0-
4. Number of lost workday cases.	-0-	-0-	-0-	-0-	-0-	-0-	-0-
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	-0-	-0-	-0-	-0-	-0-	-0-	-0-
6. Number of lost workdays.	-0-	-0-	-0-	-0-	-0-	-0-	-0-

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.

UNITED PACIFIC SERVICES, INC.
Name of Proposer or Authorized Agent (print)

Signature, **Gus K. Franklin** **08/04/08**
Date

FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

I, Gus K. Franklin

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

of United Pacific Services, 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 _____ Date 08/04/08

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Landscape Maintenance Services - East and West Areas (2008-PA039)

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, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses 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: Landscape Maintenance	SERVICE DATES: 2005/2006 2007/2008
DEPT/ DISTRICT: Flood Maintenance Division	
CONTACT: Steve Lipka, Assoc., Civil Engineer	
TELEPHONE: (562) 861-0316	
FAX: (562) 861-3957	
E-MAIL: SLIPKA@dpw.lacounty.gov	

SERVICE: Landscape Maintenance	SERVICE DATES: 2005 to 2008
DEPT/DISTRICT: Sewer Maintenance Division	
CONTACT: Jeff Bouse, Senior Civil Engineer	
TELEPHONE: (626) 300-3373	
FAX: (626) 300-3365	
E-MAIL: JBOUSE@ladpw.org	

SERVICE: San Gabriel River	SERVICE DATES: 2002-2005 2006
DEPT/ DISTRICT: Flood Maintenance Division	
CONTACT: Mitch Malganji	
TELEPHONE: (626) 458-4965 Office	
FAX: (626) 458-2197	
E-MAIL: MMALGANJI@dpw.lacounty.gov	

SERVICE: East Area Flood Channels	SERVICE DATES: 2000/2003
DEPT/DISTRICT: Flood Maintenance Division	
CONTACT: Del Ortega	
TELEPHONE: (562) 861-0316	
FAX: (562) 861-3957	
E-MAIL: DORTEGA@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Tree Maintenance	SERVICE DATES: 2007/2008
AGENCY/ FIRM: City of Santa Clarita	
ADDRESS: 25663 Avenue Stanford, Santa Clarita, CA 91355-1103	
CONTACT: Robert Sartain	
TELEPHONE: (661) 294-2518	
FAX: (661) 294-2517	
E-MAIL: RSARTAIN@santa-clarita.com	

SERVICE: Tree Maintenance	SERVICE DATES: 2003-2005
AGENCY/ FIRM: City of Los Angeles - Harbor Dept.	
ADDRESS: 500 Pier "A" St., Berth 161, Wilmington, CA 90744	
CONTACT: Gary Striker	
TELEPHONE: (310) 732-3399	
FAX: (310) 513-6234	
E-MAIL: GSTRIKER@portla.org	

SERVICE: Tree Maintenance	SERVICE DATES: 2006/2007 2008
AGENCY/ FIRM: City of Bakersfield	
ADDRESS: 4101 Truxtun Ave., Bakersfield, CA 93309	
CONTACT: Race Slayton	
TELEPHONE: (661) 326-3147 Office	
FAX: (661) 861-0864	
E-MAIL: R.SSLAYTON@bakersfieldcity.us	

SERVICE: Tree Maintenance	SERVICE DATES: 2003-2005
AGENCY/ FIRM: County of Riverside	
ADDRESS: 4080 Lemon St., 7th Floor, Riverside, CA 92502	
CONTACT: Matt Sayre	
TELEPHONE: (951) 955-6845 Office (951) 961-3073 Cell	
FAX: (951) 955-6832	
E-MAIL: MSAYRE@rctlma.org	

City of
SANTA CLARITA

23920 Valencia Boulevard • Suite 300 • Santa Clarita, California 91355-2196
Phone: (661) 259-2489 • FAX: (661) 259-8125
www.santa-clarita.com

July 8, 2008

Mr. Gus K. Franklin
United Pacific Services Inc.
120 East La Habra Boulevard, Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

Subject: Letter of Recommendation

The Urban Forestry Division is pleased to offer its recommendation of United Pacific Services Inc., for outstanding execution of its tree maintenance contract with the City of Santa Clarita. United Pacific Services' experienced staff provides excellent customer service and responds quickly to tree maintenance issues and emergencies. The company's equipment is in good condition and is able to perform the needs of our contract.

United Pacific Services has fostered a successful business relationship with the City through its annual participation in the City's Arbor Day celebration. The company donates screened mulch or free trees, and provides staff to help with tree plantings performed at the event. Further, United Pacific Services offered the City monetary discounts for major emergency work they performed during the October 2007 Buckweed Fire and Wind incident.

United Pacific Services has offered quality service in a timely and courteous manner, and we are pleased to recommend their services.

Sincerely,

Robert Sartain
Urban Forestry Supervisor

RS:ll
S:\URBFORST\Contract United Pacific Services\Ltr of Recommendation.doc

cc: Robert Newman, Director of Public Works
Byron Moline, General Services Manager

FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	UNITED PACIFIC SERVICES, INC.
Address	120 E. LA HABRA BLVD., SUITE 107, LA HABRA, CA 90631-2310
Internal Revenue Service Employer Identification Number	33-0841901

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

Proposer	UNITED PACIFIC SERVICES, INC.		
Authorized representative	GUS K. FRANKLIN		
Signature	Gus K. Franklin	Date	08/04/08

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that 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 service.

☒ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
NONE			

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.

FIRM NAME: **UNITED PACIFIC SERVICES, INC.**

My County (WebVen) Vendor Number: **52887901**

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

☒ As 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 request this proposal/bid be considered for the Local SBE Preference.

☒ Attached is a copy of Local SBE certification issued by the County.

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): **52**

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					3	
Hispanic/Latino			4		36	1
Asian or Pacific Islander						
American Indian			1			
Filipino						
White	1	1	3			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.)

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:
	PRESIDENT	08/04/08

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

July 24, 2007

GUS K FRANKLIN
UNITED PACIFIC SERVICES
5529 LEEDS STREET
SOUTH GATE, CA 90280

Vendor #: 52887901

Dear GUS K FRANKLIN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until March 31, 2009 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

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 **PRESIDENT**
Firm Name **UNITED PACIFIC SERVICES, INC.**	Date **08/04/08**

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name: **UNITED PACIFIC SERVICES, INC.**	Date of Request: **N/A**
Project Title: **Landscape Maintenance Services - East and West Areas**	Project No. **2008-PA039**

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

_____

_____

_____

Date Response sent to Proposer: _____

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

UNITED PACIFIC SERVICES, INC.

Company Name

120 E. LA HABRA BLVD., SUITE 107, LA HABRA, CA 90631-2310

Address

33-0841901

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

08/04/08

Date

GUS K. FRANKLIN, PRESIDENT

Name and Title (please type or print)

FORM PW-13

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: **UNITED PACIFIC SERVICES, INC.**		
COMPANY ADDRESS: **120 E. La Habra Blvd., Suite 107**		
CITY: **La Habra**	STATE: **CA**	ZIP CODE: **90631-2310**

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years *(attach IRS Determination Letter)*;

☐ I have submitted my three most recent annual tax returns with my application;

☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and

☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: **Gus K. Franklin**	TITLE: **President**
SIGNATURE: Gus K. Franklin	DATE: **08/04/08**

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

FORM PW-14

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.

☒ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ **DATE:** 08/04/08

FORM PW-15

PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer's Name: **UNITED PACIFIC SERVICES, INC.**

☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** **08/04/08**

EXHIBIT E

STATEMENT OF EQUIPMENT

THIS PAGE IS TO BE COMPLETED BY BIDDER AND SUBMITTED TO THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Bidder's Name United Pacific Services, Inc.

Address 120 E. La Habra Blvd., suite 107, La Habra, CA 90631-2310

Telephone (562) 691-4600 ext. 225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

(One Item Per Line or Attach a List)

Type of Equipment	Make and Equipment You are Offering	Model	Year	Serial Number
3/4 ton P/U Ex Cab	GMC	2500 HD	2005	117920
3/4 tonP/U Ex Cab	GMC	2500 HD	2004	107768
3/4 ton P/U Ex Cab	GMC	2500 HD	2004	387977
3/4 ton P/U Ex Cab	GMC	2500 HD	2004	240479
3/4 ton P/U Ex Cab	GMC	2500 HD	2004	100434
Dump Truck	GMC	W4500	2003	001590
Dump Trk. Crew Cab	GMC	W4500	2002	802195
1 Ton P.U. Crew Cab	Chevrolet	3500	2001	181440
1 Ton P.U. Crew Cab	Chevrolet	3500	2001	186770
1/2ton P.U. Ext. Cab	Ford	1500	2000	K37425
3/4ton P.U. Ext. Cab	GMC	2500 HD	2004	385431

REMARKS: See Additional List of Equipment Tab V

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours 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 chief executive officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions

may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contact; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"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. (Ordinance No. 99-0055 ' 1, 1999: Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 **Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals**. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: UNITED PACIFIC SERVICES, INC.			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:		Contract Term:	
Type of Service:			
Contract Dollar Amount:		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) ***(attach to this form all documentation that supports your claim*** and ***SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194*** :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) ***(you must attach the IRS Determination Letter).***
- ☐ My business is a Small Business ***(as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return)*** which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

☐ My business is subject to a bona fide Collective Bargaining Agreement ***(you must attach the agreement)***; **AND**

- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____

_____

_____

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ **Either the contractor or the employees= collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

☐ **Neither the contractor nor the employees= collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt form the Program, please check the option that best describes your intention to comply with Program.

☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less that **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: **UNITED PACIFIC SERVICES, INC.**	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE:	DATE: **08/04/08**
PLEASE PRINT NAME: **Gus K. Franklin**	TITLE OR POSITION: **President**

P:\ASPUB\CONTRACT\MASTER\LWDECLARATION.DOC Rev. PW 02/13/07

FORM LW-4

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

☒ I have read the County=s Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ I have read the provisions of the RFP describing the County=s Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Owner=s/Agent=s Authorized Signature

Gus K. Franklin, President
Print Name and Title

United Pacific Services, Inc.
Print Name of Firm

08/04/08
Date

FORM LW-5

N / A

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: **United Pacific Services, Inc.**	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	**Street Address:**
	City, State, Zip:
Case Number/Date Claim Opened:	**Case Number:**
	Date Claim Opened:
Name and Address of Claimant:	**Name:**
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Proposer Name:**_____ **Contracting Department:** _____ **Department Contact Person:**_____ **Phone:**_____	**RANGE OF DEDUCTION**_____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer *Did Not* Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- ❑ Accuracy in self-reporting by proposer
- ❑ Health and/or safety impact
- ❑ Number of occurrences
- ❑ Identified patterns in occurrences
- ❑ Dollar amount of lost/delayed wages
- ❑ Assessment of any fines and/or penalties by public entities
- ❑ Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

FORM LW-7

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: UNITED PACIFIC SERVICES, INC.

Name of Proposer's Health Plan: N / A Date: 08/04/08

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	 Y N Y N Y N Y N	 $ $ $ $	
Any Annual Deductible? Per Person Per Family	 Y N Y N	 $ $	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	 Y N Y N	 $ $	
Any Lifetime Maximum? Per Person Per Family	 Y N Y N	 $ $	
Ambulance coverage	Y N	$	
Doctor's Office Visits	Y N	$	
Emergency Care	Y N	$	
Home Health Care	Y N	$	
Hospice Care	Y N	$	
Hospital Care	Y N	$	
Immunizations	Y N	$	
Maternity	Y N	$	
Mental Health	Y N	$	
Mental Health In-Patient Coverage	Y N	$	

N / A

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	$	
Physical Therapy	Y N	$	
Prescription Drugs	Y N	$	
Routine Eye Examinations	Y N	$	
Skilled Nursing Facility	Y N	$	
Surgery	Y N	$	
X-Ray and Laboratory	Y N	$	

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after ___ days of employment.

☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS _____ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS _____ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS _____ DAYS.

FORM L

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES-EAST AND WEST AREAS (2008-PA039)

PROPOSER: United Pacific Services, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
1.) Crew Foreman			7	8				15	780	15.00	$ 11,700.00
2.) Gardener			6	8				14	728	11.84	$ 8,619.00
3.) Gardener			6	8				14	728	11.84	$ 8,619.00
4.) Irrigation Tech			2		4			6	312	15.00	$ 4,680.00
5.) Herbicide Applicator			2		4			6	312	14.00	$ 4,368.00
6.) Tree Trimmer					8	8		16	832	16.00	$ 13,312.00
7.) Chipper operator					8	8		16	832	14.00	$ 11,648.00
8.) Groundman					8	4		12	624	11.84	$ 7,388.00
											$
											$

Comments/Notes:		
1.) See West Area - Cost Methodology	Total Annual Salaries	$ 70,334.00
	(1) Vacations, Sick Leave, Holiday	$ 7,033.00
	(2) Health Insurance **	$ -0-
2.) See East Area - Cost Methodology	(3) Payroll Taxes & Workers' Compensation	$ 10,550.00
	(4) Welfare and Pension	$ -0-
	Total Annual Employee Benefits (1+2+3+4)	$ 17,583.00
	(5) Equipment Costs	$ 21,249.00
	(6) Service and Supply Costs	$ 23,337.00
	(7) General and Administrative Costs	$ 9,353.00
	(8) Profit	$ 14,029.00
	Total Annual Other Costs (5+6+7+8)	$ 67,968.00
	TOTAL ANNUAL PRICE	$ 155,885.00

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is $2.20/hour if hourly wage rate is between $9.64 and $11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was complied from 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 requirements of the proposal.

Gus K. Franklin, President
Name of Proposer

Signature

August 4, 2008
Date

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
1. TRACKING HOURS WORKED	
1.1. How does the Proposer track employee hours actually worked?	1.1 Each employee signs a daily work sheet, see Tab S.
1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	1.2 Some employees report to the job site and other employees report to our South Gate facility.
1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	1.3 If we transport our employees from our South Gate facility to the job site we pay them driving time from our facility to the job site and back to our facility at the end of the day. Their pay starts from our facility and ends when they return to our central (South Gate) facility.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	2. Each employee signs a daily work sheet, see Tab S.
3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?	3.1 See Tab S., Daily Work Sheet
3.2. What records are maintained by the Proposer of actual time worked?	3.2 We keep the daily work sheets at our main ofice in a note book for the County to review annually, see Living Wage Compliance, Tab R.
3.3. Are the records maintained daily or at another interval (indicate the interval)?	3.3 The records are maintained daily and signed by each employee.
3.4. Who creates these records (e.g., employee, supervisor, or office staff)?	3.4 The daily payroll records are monitored by the on-site manager of each crew.
3.5. Who checks the records, and what are they checking for?	3.5 The records are turned in at the end of the week for the following weeks payroll. Office staff checks the records for any missing days or days not signed by the employee.
3.6. What happens to these records?	3.6 The records are kept at the main office at 120 E. La Habra Blvd., Suite 107, La Habra, CA 90631, in a note book for any future audit by either the county or state.
3.7. Are they used as a source document to create Proposer's payroll?	3.7 Yes
3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information)</u>.	See Tab S.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	4. We only use the daily work sheet, see Tab S.
4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?	4.1 We use the daily signed payroll sheet, see Tab S.
4.2. Who prepares and who checks the source document?	4.2 Each on-site manager and office staff once a week and prior to payroll
4.3. Does the employee sign it?	4.3 Yes
4.4. Who approves the source document, and what do they compare it with prior to approving it?	4.4 The on-site manager of each crew and each employee who signs the payroll sheet.
5. BREAKS	
5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?	5.1 Each daily payroll sheet has the time of the break and lunch time that is recorded and signed by each employee, see Tab S.
5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.2 Daily payroll Sheet, see Tab S.
5.3. If so, who prepares, reviews, and approves such documentation?	5.3 Each on-site manager of each crew along with the individual who signs the daily work sheet.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
6. HOW PAYROLL IS PREPARED	6. Our payroll is prepared by ADP check service
6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.	6.1 Our payroll checks are prepared by an independent Payroll Company called ADP, see Tab S. Each individual employee signs each day for the hours worked and at the end of the week these daily work sheets are given to the main office who double check the hours of each employee.
6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?	6.2 Automated checks by the ADP Payroll Company.
6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?	6.3 They receive one check by the ADP Payroll Company
6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?	6.4 Federal Income Tax, Earned Income Credit Advances, Social Security, Medicare, Federal Unemployment Tax, State Income Tax, State Unemployment / Disability Insurance, Earned Vacation Time for year, and any Garnishments.
6.5. **ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).**	See Tab S.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
7. MANUAL PAYROLL SYSTEM 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?	7.1 We use an automated payroll service - ADP 7.2 Each day we write down the work location of each employee. This daily tracking sheet is then forwarded to the main office in La Habra each week for office staff to track, see Tab S.
8. AUTOMATED PAYROLL SYSTEM 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	8.1 Each week we go on-line and give the hours for each employee to the automated payroll service. The following day the checks are delivered to the main office in La Habra. 8.2 We give the automated payroll service a breakdown for hours worked and hourly rate at each job. They then calculate the amount automatically for each employee. 8.3 Each employees regular hourly rate of pay is listed in the ADP software. Any changes to the regular rate of pay must be entered manually to override the system.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
9. TRAVEL TIME 9.1. How is travel time during an employee's shift paid? 9.2. At what rate is such travel time paid if the employee has multiple wage rates? 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.	9.1 Travel time is calculated at the higher rate based on the that days work schedule and is included in the weekly payroll check. We also pay over time for travel time back to our facility in South Gate. 9.2 Travel time pay is based on the pay rate for the last job completed or it can be based on the next job site. Which ever rate is the higher of the two. 9.3 This generally does not happen. Most of our employees work a full day at a particular job site; however, occasionally this does occur and it is monitored on the daily work sheet, see Tab S. a.) In this case we would pay the employee four hours under the County of Los Angeles Living Wage Hourly rate and the other four hours would be based on the requirements of that particular job. b.) We would pay the employee 8 hours based on the County's Living Wage rate.
10. OVERTIME 10.1. How does the Proposer calculate overtime wages? 10.2. What if the employee has multiple wage rates?	10.1 If an employee works more then 8 hours per day we pay him overtime hours or if he works more then forty-hours in one week we pay him overtime hours. 10.2 If an employee has multiple wage rates any overtime is based on the wage requirements of each job or contract and the employee is paid accordingly

DATED: Aug/04/08 PROPOSER'S SIGNATURE: [signature]

LETTER OF TRANSMITTAL

As the President and owner of United Pacific Services, Inc. (UPS) I have supervised the completion of over $60,000,000 in Tree Trimming and Removal contracts for seventy-five municipalities, the counties of Los Angeles, Riverside, San Bernardino, San Diego, and Orange. All contracts were completed on time and to specifications. Our proposal to the County of Los Angeles includes fifty letters of recommendation, five current letters of recommendations, an evaluation by six governmental agencies, color pictures of current and past field operations, fourteen City Endorsement signatures and a Water Pollution Control Plan. I have also enclosed certifications which include Certified Arborists, Certified Tree Worker, Certified Qualified Applicator, Safety Management Certifications and Confined Space Certifications. We are not the largest company in Southern California, however; I believe we offer a unique company where Senior County Managers and Field Inspectors are dealing directly with the President, Vice President and General Manager on a daily basis. With twenty cell phones and direct connect we can always be reached 24 hours per day seven days per week. UPS has a very experienced crew and support equipment to complete any county project on schedule and to specifications.

SENIOR MANAGEMENT STAFF:		Years of Experience	Certifications
1.	Gus K. Franklin, President 1740 North Hills Drive La Habra, CA **(562) 691-400 ext. 225 office** (562) 691-1844 home phone	35+	C61 D49 State Contractors License - Tree STATE - QUALIFIER ACRT #03263
2.	Eric L. Franklin, Vice President 4931 E. Ashford Ave. Orange, CA 92867 **(562) 691-4600 ext. 226 office** (714) 637-5125 home phone	20+	C27 State Contractors License - Landscape ACRT# 03268 Certified Arborists - I.S.A. WC #2158 QAL #35200 STATE - QUALIFIER
3.	Jack Mooring, Vice President 531 Patwood Ave. La Habra, CA 90631 **(562) 691-4600 ext. 207 office** (714) 525-8821 home phone	25+	ACRT# 03268 I.S.A. WC# 0905 Certified Arborists - I.S.A. TW #403
4.	Tony Gomez, Supervisor 10531 Hunt Ave. South Gate, CA 90280 (323) 566-2127 home phone	25+	Certified Tree Worker - I.S.A TW #1617 ACRT #03269
5.	Jose Torres, Supervisor 6682 Delta Ave. Long Beach, CA 90805 (562) 244-2890 home phone	20+	Certified Tree Worker - I.S.A TW #1601 ACRT #03261

United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
(562) 691-4600 office (562) 691-8839 fax

The above employees are authorized by UPS to make any representations on behalf of the company to the County of Los Angeles. They have full authority to make decisions concerning contracts and day-to-day field operations. In addition they are authorized to sign on behalf of the corporation.

DATE: 7-30-08

Authorized Signature _____
Gus K. Franklin, President

State of California
Secretary of State

CERTIFICATE OF STATUS
DOMESTIC CORPORATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the **28TH day of JANUARY, 1999, UNITED PACIFIC SERVICES, INC.** became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 12, 2007.

Debra Bowen

DEBRA BOWEN
Secretary of State

DH

OSP 06 99731

NP-25 (REV 1/2007)

COUNTY OF LOS ANGELES - CONTRACTS AWARDED - CURRENT & COMPLETED

UNITED PACIFIC SERVICES, INC.

120 E. La Habra Blvd., Suite 107, La Habra, CA 90631

562.691.4600 office 562.691.8839 fax

County of Los Angeles Contracts completed from the year 2000 to 2008

	Contract Description and Location	Final Contract Price
1.	County of Los Angeles "East Area" / 2000 - Flood Channels	$381,740.00
2.	County of Los Angeles Housing Development / 2000 - Tree Service	$16,868.00
3.	County of Los Angeles "South Area" - 2001 / 2002 - Flood Channels	$221,049.00
4.	County of Los Angeles "East Area" / 2002 - Flood Channels	$435,239.00
5.	County of Los Angeles - San Gabriel - 2002 - River	$293,000.00
6.	County of Los Angeles - 2001 / 2002 - Tree Planting	$60,325.00
7.	County of Los Angeles - L.A. River/Comp. Creek - 2001/2002 - Flood Channels	$363,200.00
8.	County of Los Angeles - L.A. River/Comp. Creek - 2003 to 2005 - Flood Channels	$726,400.00
9.	County of Los Angeles - L.A. River/Rio Hondo - 2001/2002 - Flood Channels	$353,175.00
10.	County of Los Angeles - L.A. River/Rio Hondo - 2003 to 2005 - Flood Channels	$706,350.00
11.	County of Los Angeles - East area - 2003 - Catch Basin	$123,000.00
12.	County of Los Angeles - West area - 2003 - Catch Basin	$146,000.00
13.	County of Los Angeles - Trimming / 2003 - Palms Trees	$37,770.00
14.	County of Los Angeles - "Eastern Avenue" - 2003 - Trim Trees	$12,500.00
15.	County of Los Angeles - San Gabriel 2003 and 2005 - River	$631,000.00
16.	County of Los Angeles - Trim and Remove trees 2001 / 2003 - AsNeeded Emergency Tree Work	$175,884.00
17.	County of Los Angeles - "West Area" - 2003 - Flood Channels	$105,000.00
18.	County of Los Angeles - Sanitation Department / 2004 - Hydroseed Flood Channel	$29,501.00
19.	County of Los Angeles - "South Area" - 2004 - Flood Channels	$275,000.00
20.	County of Los Angeles - "Costal Spreading Grounds" - Flood Channels - 2005	$156,000.00
21.	County of Los Angeles - "Malibu" - 2004 - Landscape Maintenance	$50,000.00
22.	County of Los Angeles - "Malibu" - 2005 - Landscape Maintenance	$50,000.00
23.	County of L.A. - Tree Trim and Removal - 2004 - Tree Maintenance	$152,000.00
24.	County of L.A. - Tree Trim and Removal - RMD 4146010 - 2006	$107,095.00
25.	County of L.A. - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2006	$156,000.00
26.	County of L.A. - Malibu year 2006	$50,000.00
27.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2005 / 2006	$772,000.00
28.	County of Los Angeles - Malibu - year 2006	$50,000.00
29.	County of Los Angeles - RMD 3346005 - Topanga Canyon - Tree Trim & Removal	$343,934.00
30.	County of Los Angeles - RMD 4446006 - Whittier Area - Tree Trim & Removal	$196,480.00
31.	County of Los Angeles - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2007	$45,000.00
32.	County of Los Angeles - San Gabriel River - 2006 - Weed Abatement	$295,000.00
33.	County of Los Angeles, Malibu - year 2007 to 2008	$50,000.00
34.	County of Los Angeles - Landscape Maint.,Montellano Slope - 2007 to 2008	$29,000.00
35.	County of Los Angeles - L.A. River - South Area - 2006 - 2007	$772,000.00
36.	County of Los Angeles - RMD 1546036 - E.L.A. Area - Tree Trim & Removal	$102,000.00
	TOTAL	$8,469,510.00

County of Los Angeles contracts in progress for the year 2008

	CURRENT CONTRACTS	AMOUNT
1.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2007 / 2008	$772,000.00
2.	County of Los Angeles - Landscape Maint., Malibu - year 2008 to 2009	$50,000.00
3.	County of Los Angeles - AsNeeded Emergency Tree Service - year 2008 to 2009	$10,000.00
4.	County of Los Angeles - Landscape Maint., Montellano Slope - 2008 to 2009	$29,000.00
	TOTAL	$861,000.00
	TOTAL AMOUNT	$9,330,510.00

County of Los Angeles

LANDSCAPE MAINTENANCE SERVICES

EAST AND WEST AREAS

(2008-PA039)

INTRODUCTION / NARRATIVE

UNITED PACIFIC SERVICES, INC.

UPS - UNITED PACIFIC SERVICE, INC.

120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
(562) 691-4600 office (562) 691-8839 fax

INTRODUCTION / NARRATIVE

Mr. Edwin Manoukian
Department of Public Works

July 29, 2008

Dean D. Efstathiou
Acting Director of Public Works

To Whom it May Concern,

United Pacific Services, Inc. (UPS) is Certified as a Local Small Business by the County of Los Angeles Office of Affirmative Action. Therefore, we are requesting a 5% preference when comparing bids. During the past eight years we have completed thirty-six contracts for the County of Los Angeles in the amount of $8,469,510 and we are currently in the process of completing an additional four contracts in the amount of $861,000 for a total of $9,330,510. All of these contracts have been completed on time and to specifications. Over this period of time our contracted work with the County has encompassed a wide range of projects from Tree Trimming/Removal and Planting contracts to Landscape Maintenance, Weed Abatement, Flood Control Channel contracts and Catch Basin Clean-out projects. We have developed and enjoyed an excellent working relationship with the County's inspectors and staff and look forward to continuing this association. I consider my company as part of the County's "team". A firm that the County personnel can rely on seven days a week, 24 hours a day for immediate response from fallen trees to mainline irrigation breaks. We take pride in our experienced and highly trained crews of Certified Irrigation Technicians, Certified Arborists and Landscape Maintenance Gardeners working with new and specialized equipment.

During the past 35 years I have overseen the completion of over $60,000,000 in contracts for more than 75 southern California municipalities. I have also directed the completion of numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the Company, Corporate Officers or the Owners. In addition, we have never had any claims filed against our General Liability coverage. We have specialized equipment and a seasoned and very experienced crew that is Certified by the International Society of Arboriculture (ISA) as Certified Arborists and Certified Tree Workers with the ability to perform all types of tree and landscape maintenance contracts to completion on time and to specifications.

At the present time we have contracts in progress with the cities of Long Beach, Santa Clarita, Bakersfield, Costa Mesa, Simi Valley, San Diego and the counties of Los Angeles, San Bernardino and Riverside. These contracts include tree trimming, tree planting, tree removal, weed abatement, irrigation repair/maintenance, pesticide/herbicide spraying and landscape maintenance. If selected by the County of Los Angeles, we will provide the county with crews that have new equipment to complete the landscape maintenance work in a timely and professional manner. All tree crews will be supervised by an ISA Certified Arborist and tree trimmers shall be Certified as Tree Workers by the ISA. UPS is a state licensed contractor and holds both the C27 and C61 D49 state licenses and both licenses are in good standing with the State of California.

I have included for your review fourteen City Endorsement signatures, six Governmental signatures rating our Company's performance as excellent, Fifty (50) letters of recommendation dating back to 1977 to 2008 (31-years), and five current letters of recommendation from cities and county agencies including a letter of recommendation from our bonding company, Alliant Insurance Services which rates United Pacific with an excellent track record and credit history. I have also included a comprehensive Work Plan of Action, an Equipment List with color pictures, ISA Certified Arborist Certifications, ISA Certified Tree Worker Certifications, CPR and First Aid Certification and Electrical Line-clearing Certifications from the ACRT, Inc. Institute of Arboriculture and Urban Forestry. I have also included Certification of Confined Space Entry Awareness should our crews be required to enter any catch basins or flood maintenance channels/tunnels. We have employees that are licensed for herbicide application (QAL Licenses). In addition, I have included a comprehensive D & B Business report regarding United Pacific's Commercial Credit Rating.. United Pacific has a variety of trucks ranging from 1/2 ton pick-ups to ten ton heavy duty diesel trucks. In the past three years we have invested over two-million in new specialized Landscape maintenance equipment (see equipment list). I have also included a comprehensive "Storm Water Pollution Control Plan" extremely important while doing landscape maintenance work along the various flood Channels. Our employees are certified and have been trained in Storm Water Pollution controls and management (see certificates, Tab P).

In addition to maintaining the landscaping and tree maintenance for the County of Los Angeles South Area contract during the past six-years we also maintain the County of Los Angeles Malibu substations (a five year contract) and the County of Los Angeles Montellano Slopes (a five year contract). The county has renewed all three contracts during the past three years. In addition we have "on the job" experience of maintaining the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds from 2004 to 2007, a period of three years in which we maintained the landscaping of both the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds. This contract was awarded to United Pacific for the first year and then "renewed" for the two option years by the County of Los Angeles. We also have many years of experience in maintaining the hydroseeded areas of the project with our six years of experience of maintaining the landscaping for the South Area contract for the county of Los Angeles.

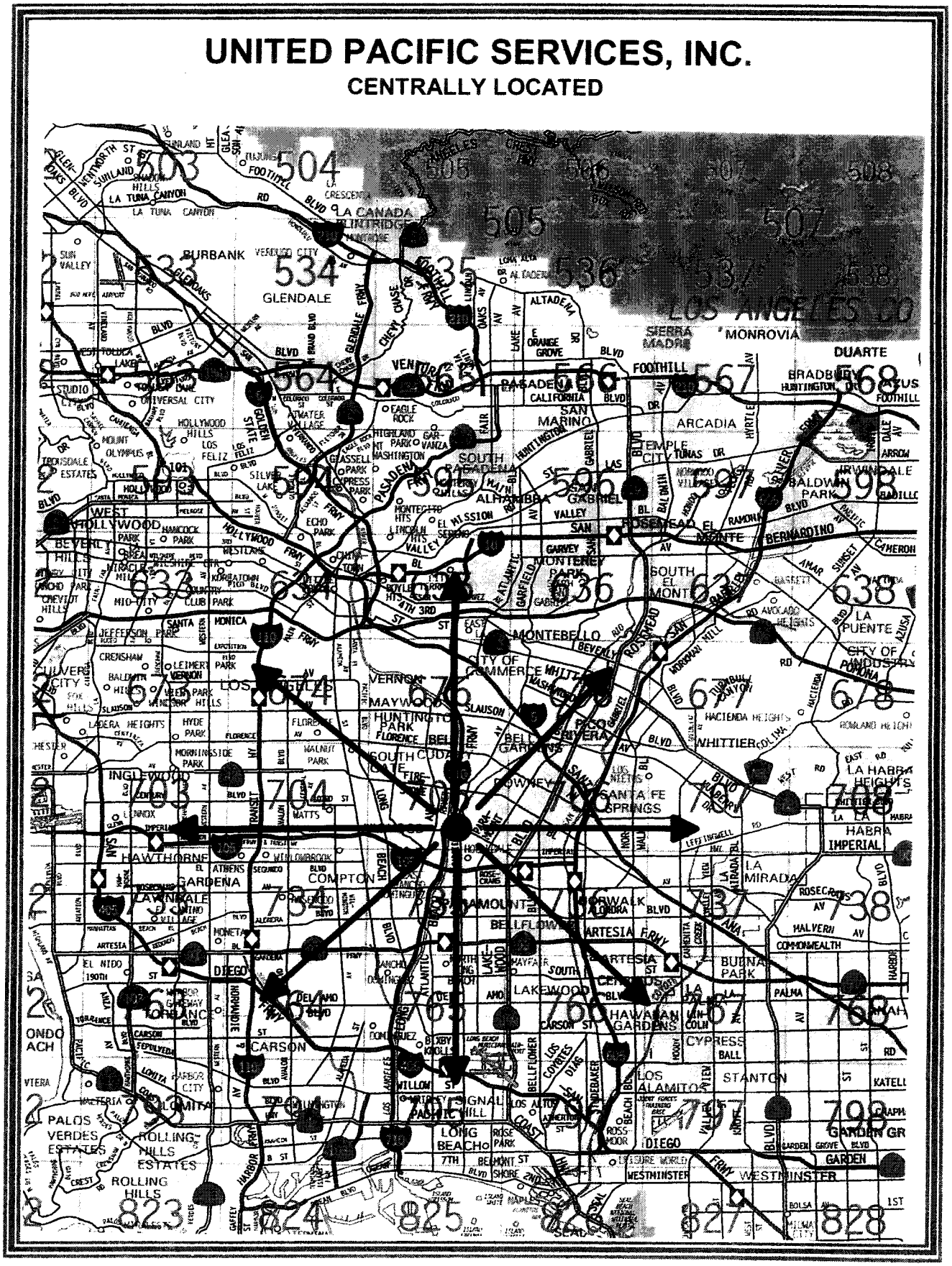
We have the financial capability and a long history of successfully completing governmental tree and landscape maintenance contracts in the State of California including a six-year track record of maintaining the Landscape / Tree Maintenance of the South area for the County of Los Angeles and a demonstrated track record of three years of maintaining the landscaping of the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds. We have the experienced and certified crews that have, and will continue to provide an excellent landscape maintenance program for the County of Los Angeles. If you need additional information or have any questions concerning our proposal please call (562) 691-4600 ext. 225 office or (562) 691-8839 fax. You can also Email me at: gus@unitedpac.com and my cell phone number is (562) 254-0749.

Sincerely,

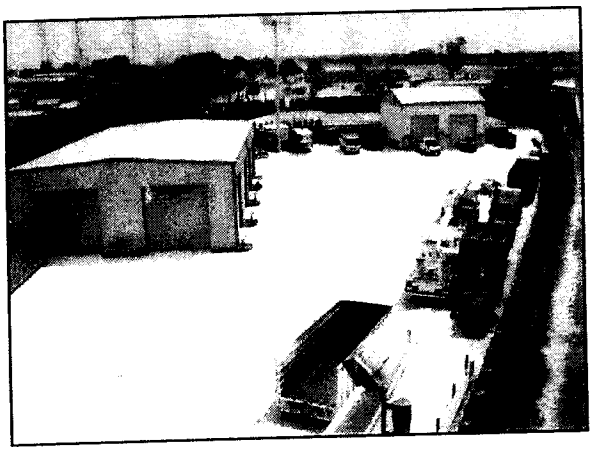
Gus K. Franklin
President

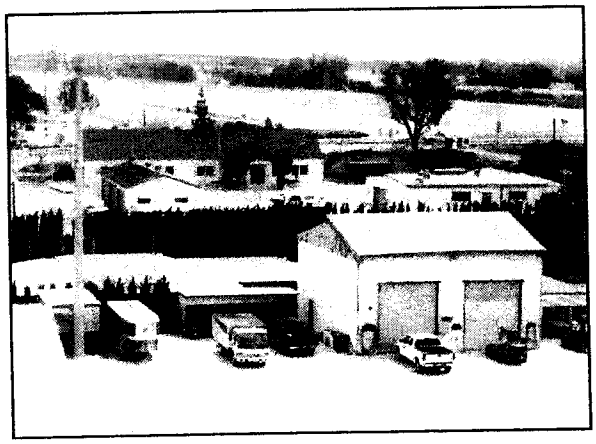
UNITED PACIFIC SERVICES, INC.

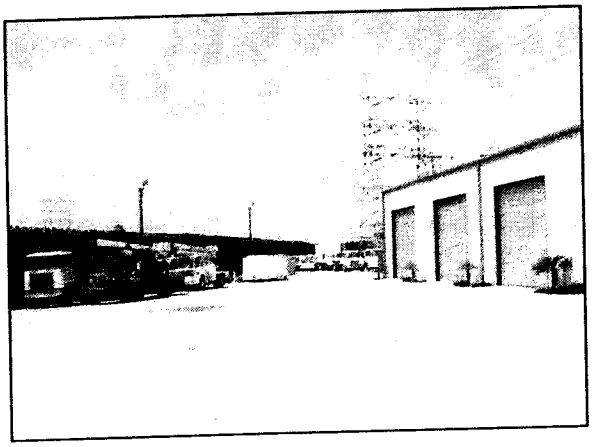
CENTRALLY LOCATED

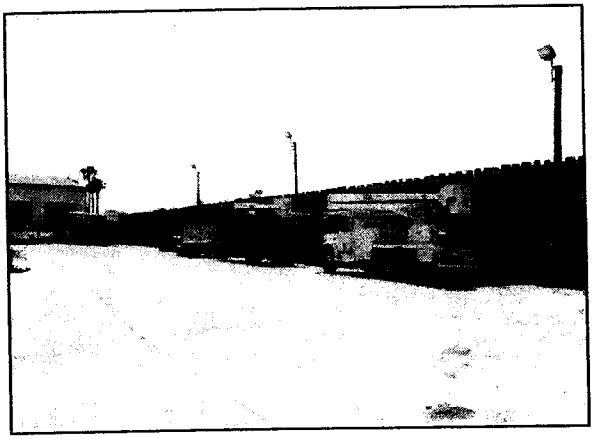


United Pacific Services, Inc.
South Gate Facility









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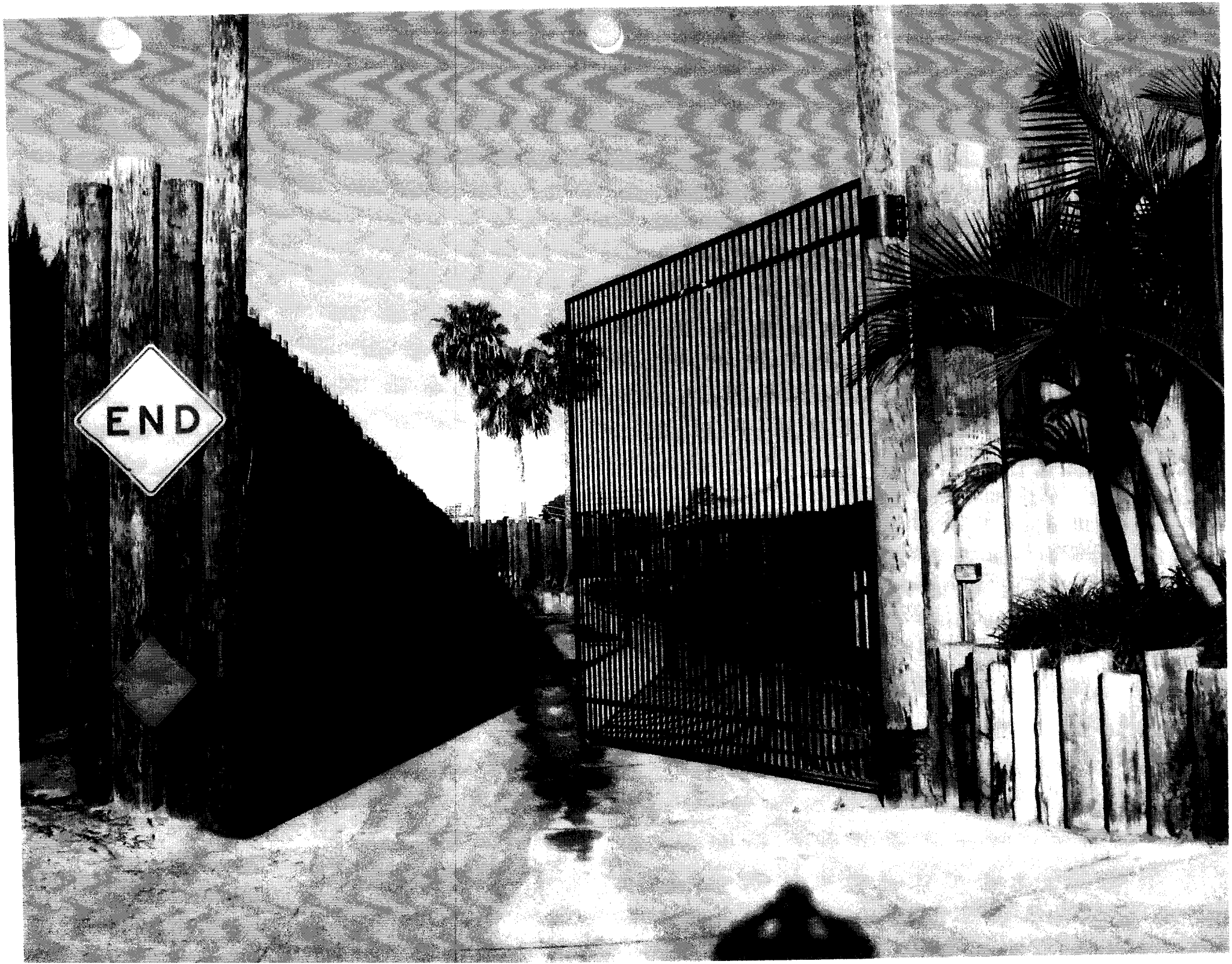
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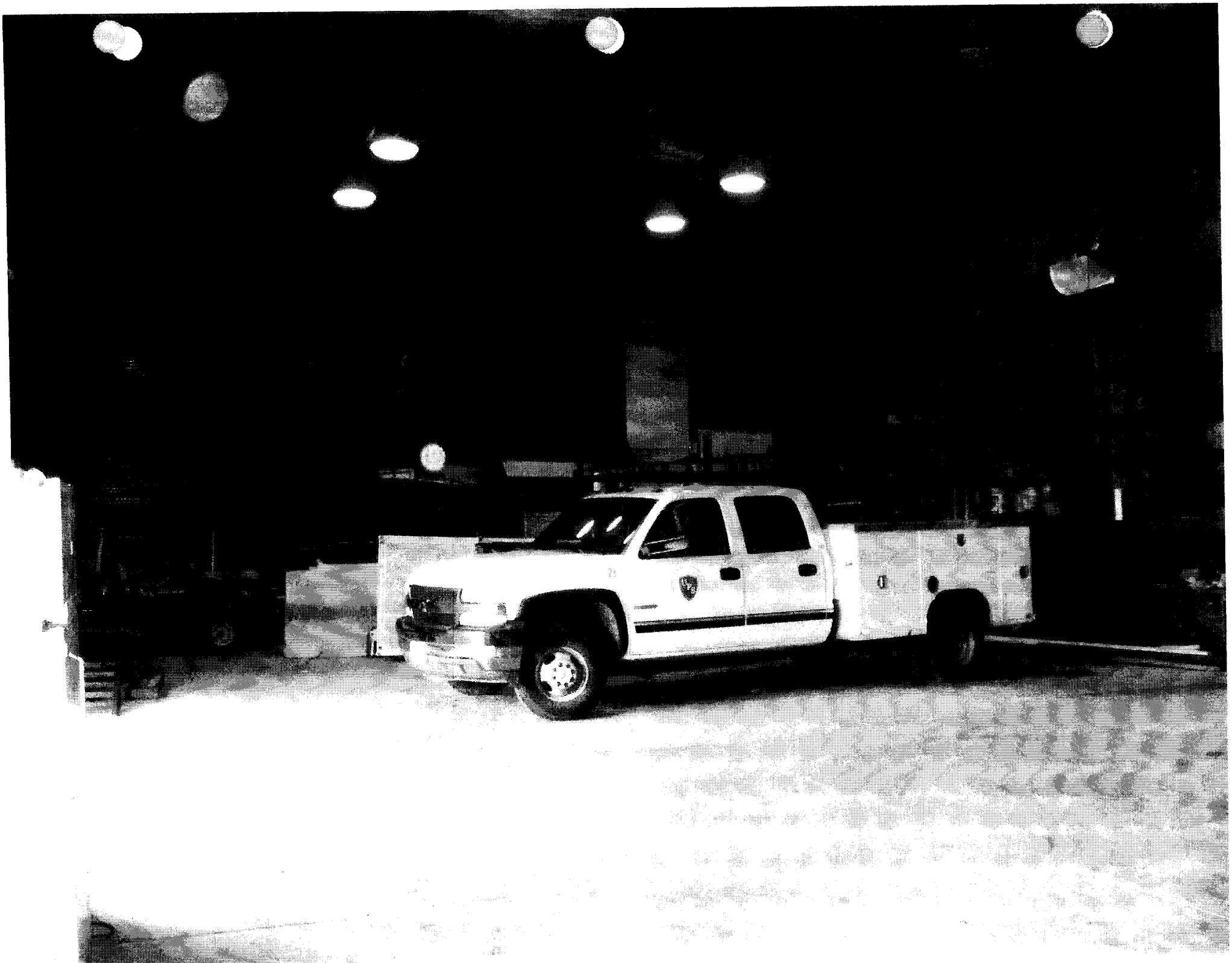


Alliant

DRIVER COMMERCIAL GROUP

January 12, 2008

Re: United Pacific Services, Inc.

To Whom It May Concern:

We have provided bonding for United Pacific Services for over 4 years. They have exhibited an excellent track record as well as maintained a high credit rating during that time.

United Pacific has obtained bonding support for up to $750,000 per project and if need be they could qualify for a larger amount. They are able to get close to $2,000,000 in aggregate bonding as well.

The current surety is Financial Pacific Insurance Company, rated A and admitted in California.

If you should have a specific question, please feel free to call me.

Thank you.

Jay P. Freeman

Jay P. Freeman, CPCU

CC: Mr. Michael Harbison-Financial Pacific Insurance Company

Alliant Insurance Services, Inc. • 3270 Inland Empire Boulevard • Suite 100 • Ontario, CA 91764-5580
Phone (909) 941-6699 • www.alliantinsurance.com • License No. 0C36861

driver ◆ alliant | INSURANCE SERVICES

3270 Inland Empire Blvd., Suite 100, Ontario, CA 91764
Telephone (909) 941-6699 ◆ Facsimile (619) 699-2108
License #0C36861 ◆ www.driveralliant.com

Wednesday, September 15, 2004

To County of San Diego

RE: United Pacific Services, Inc.
Pomona, California

We have bonded this firm for over three years. In that time they have exhibited an excellent track record and credit history.

United Pacific's owner has worked with our firm for over 15 years in the capacity of landscape maintenance and tree maintenance work via other successful firms that he has operated. Based on those experiences I personally rate Mr. Gus Franklin in the highest category of business acumen and professionalism as I have seen in my time as a surety agent.

United Pacific has the ability to bond into the low seven figures per project and their surety company is Developers Surety and Indemnity Company.

If you should have any specific questions I would be most delighted to talk with you on them, feel free to give me a phone call.

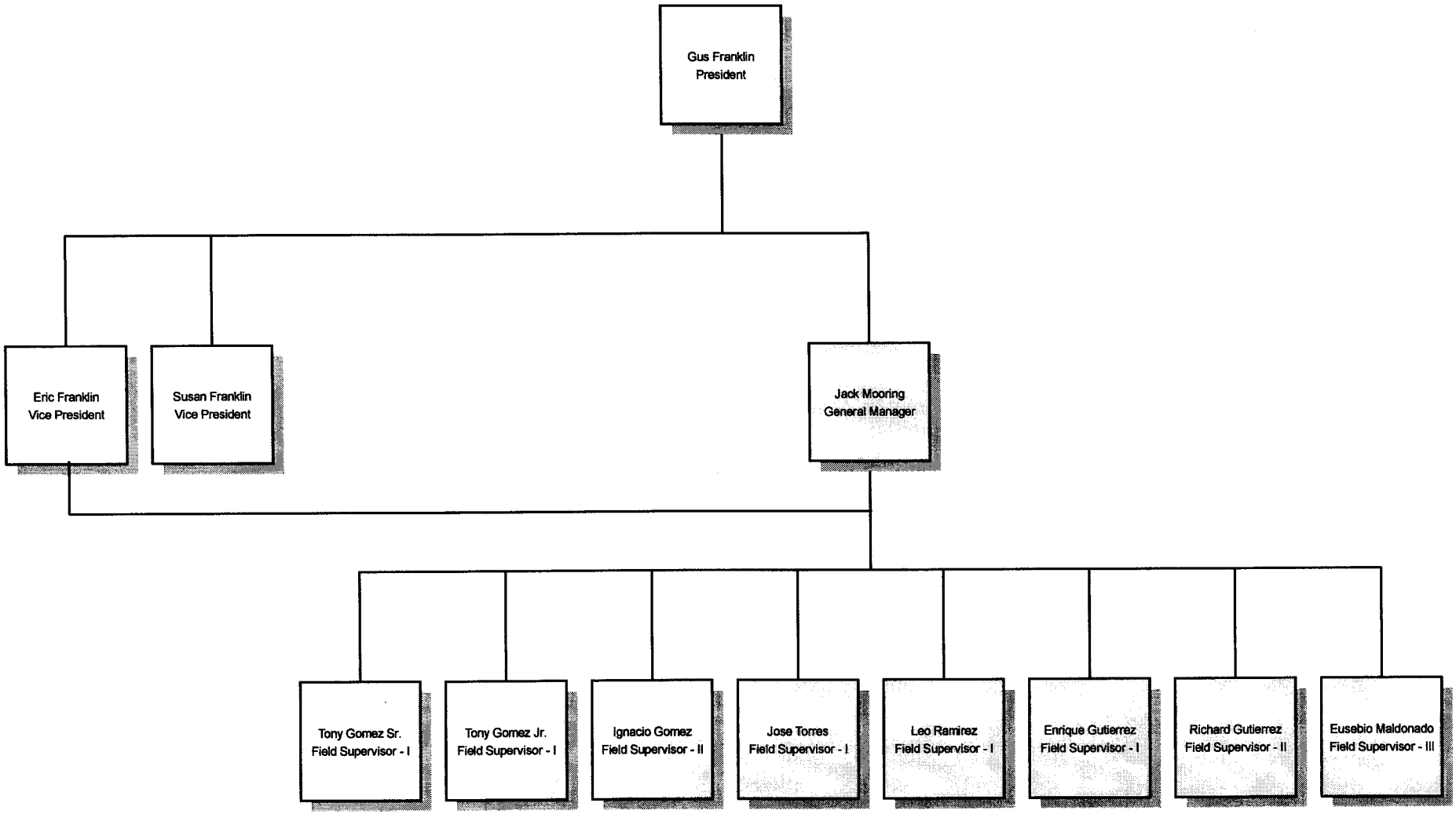
Sincerely,
Driver Alliant Insurance Services

Jay P. Freeman, CPCU
First Vice President
909 483-5111

CC: Mr Sean Flinn-Developers Surety and Indemnity Company

United Pacific Services, Inc.

Organizational Chart



Quality Control Plan

WORK PLAN
&
QUALITY ASSURANCE PROGRAM
&
WEEKLY SCHEDULE

FOR

County of Los Angeles

submitted by:

UNITED PACIFIC SERVICES, INC.

UNITED PACIFIC SERVICES, INC.
Work Plan of Action / Quality Control Plan
Table of Contents

	☑ CHECK LIST	Section	Page
1.	√ Management Team		1, 2
2.	√ Daily-Weekly Supervision	A.	3, 4
3.	√ Work Schedule	B.	4
4.	√ Tree Work Performed	C.	5, 6, 7
5.	√ Groundcover, Hedges, Bushes, Shrubs	D.	7, 8
6.	√ Shrubbery Trimming and Care	E.	8
7.	√ Tree Staking and Tying Requirements	F.	9
8.	√ Trim and Care of Ground Cover	G.	9
9.	√ Weed Control	H.	9, 10.
10.	√ Litter Control	I.	10
11.	√ Watering and Irrigation System Management	J.	10, 11, 12
12.	√ Rodent Control	K.	12
13.	√ Trash Removal Services	L.	12, 13
14.	√ Hazardous Waste	M.	13
15.	√ Right-of-Way	N.	13, 14
16.	√ Execution of Work	O.	14
17.	√ Air Quality	P.	14
18.	√ Toilet Facilities	Q.	14, 15
19.	√ Safety Requirements	R.	15
20.	√ Best Management Practices (BMP)	S	15, 16
21.	√ Project Safety Official	T.	16
22.	√ Monthly Maintenance Report	U.	16
23.	√ Hours of Work in County	V.	16, 17
24.	√ Equipment on Job Site	W.	17, 18
25.	√ Labor Rate	X.	18
26.	√ Disposal of Materials	Y.	18
27.	√ Compliance with Laws and Regulations	Z.	18
28.	√ Drug Free Workplace	AA.	18, 19
29.	√ Public Safety / Traffic Control	BB.	19
30.	√ Complaint Log	CC.	20
31.	√ **County of Los Angeles, Special Provisions**	DD.	20
32.	√ Monthly Accounting	EE.	21
33.	√ Certified Arborists / Certified Pesticide Advisor	FF.	21
34.	√ Emergency Phone, Home, and Cell numbers	GG.	22
35.	√ Mobil Radio Contact	HH.	23

WORK PLAN

Management Team

United Pacific Services, Inc., has assigned Jack Mooring, Eric Franklin, Leo Ramirez and Tony Gomez as Supervisors to the landscape maintenance project for the County of Los Angeles.

- Mr. Mooring has over 20 years experience in governmental maintenance projects with over 35 municipalities, 5 counties and state of California Division of Transportation - Caltrans and is *Certified by the I.S.A. (# WC-0905), Certified by the National Arborist Association (#NAA-03268) and Certified in Cardio-Pulmonary Resuscitation (#AHA-24194).* Currently he is overseeing two contracts with the County of Los Angeles (L.A. River Landscape Maintenance - South area and various Malibu Sanitation Plants.

- Mr. Gomez has over 15 years experience in the management and maintenance of street trees, grounds maintenance, weed abatement, litter control, trash and debris removal for over 20 municipalities and 3 counties. Mr. Gomez is *Certified by the I.S.A. as a Certified Tree Worker (#1617) and Certified in Cardio-Pulmonary Resuscitation (#AHA-24193).* Mr. Gomez has supervised the completion of three major County of Los Angeles contracts with the Division of Flood Control. The East Area Flood Channels were completed in the years 2000 and 2002. He also supervised the completion of the South Area Flood channels and the completion of the San Gabriel River Project. All County of Los Angeles contracts were completed on time and to county specifications. Mr. Gomez is currently supervising the County of Los Angeles - As-Needed Emergency Tree Maintenance contract. This contract was awarded to UPS in 2005 (a three-year contract).

Overseeing the project will be Mr. Eric L. Franklin, Vice President Field Operations and Leo Ramirez, Area Supervisor.

- Mr. Eric Franklin will be overseeing the project. Mr. Franklin has supervised the completion of maintenance contracts for over 25 municipalities and four counties in Southern California during the past 20+ years. Mr. Franklin is an *I.S.A. Certified Arborist (#WC-2158), Certified by the National Arborist Association (#NAA-03265), and Certified in Cardio-Pulmonary Resuscitation (#AHA-24191). Mr. Franklin is also a Certified Arborist/Utility Specialist by the I.S.A.*

- Mr. Leo Ramirez will also be overseeing the project and doing routine scheduling of crews and equipment on a daily bases. Mr. Ramirez has many years of experience in supervising the completion of numerous governmental contracts. Mr. Ramirez has supervised this same contract from 2005 to 2007 (three years) and has hands-on knowledge of maintaining the Rio Hondo and San Gabriel Coastal Basin Spreading Grounds. In addition Mr. Ramirez is currently supervising our County of Los Angeles contract for the "South Area" that was awarded to UPS on October 18, 2005 (a three-year contract). Mr. Ramirez will be overseeing the project and will be actively involved in all pesticide and herbicide applications. Mr. Ramirez has supervised the completion of tree and landscape maintenance contracts for over 25 municipalities and two counties in Southern California. Mr. Ramirez brings a wealth of knowledge to the UPS landscape maintenance division.

Mr. Franklin, Mr. Mooring, Mr. Gomez and Mr.Ramirez have full authority to make any and all decisions concerning additional work and represent United Pacific in all decisions concerning this project. They can immediately make decisions on the job site and have the authority to execute any agreement concerning additional work or changing a work order or responding to any type of service request call.

MANAGEMENT TEAM

PROJECT SUPERVISORS:	**Jack Mooring**	-	**Tony Gomez**
PROJECT DIRECTORS:	**Eric Franklin**	-	**Leo Ramirez**

PERFORMANCE OF WORK.

A. Daily - Weekly - Monthly Supervision:

1. Report to **County of Los Angeles** representative on a daily and/or weekly basis if performing work for the county.
2. Before starting work, UPS shall designate, in writing, a representative who shall have complete authority to act for UPS. UPS will also supply the County with a second alternate UPS representative. Any order given to the UPS supervisor or foreman shall be deemed delivered to the UPS main office.
3. Supervise tree trimming crew to maintain proper trim pattern.
4. Supervise planting crew to maintain proper quality control.
5. Supervise irrigation repair and maintenance.
6. Report any injuries within one hour of occurrence.
7. Respond to any public complaints or questions concerning project immediately upon notification or no later than one hours of occurrence or as directed by county representative.
8. Final inspection of maintenance work to insure proper clean-up on a daily basis.
9. Maintain daily records of hours worked by each employee and work completed.
10. UPS's authorized representative shall meet with the **County of Los Angeles** representative for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also UPS shall on each Friday or as directed by county staff

submit to the county a weekly schedule of daily work reports throughout the term of the contract. In addition, UPS shall advise the county representative of the following Week's schedule. Daily work records shall be formatted for easy translation into a program or computer software or as directed by county staff.

11. UPS will notify the county of any changes in start date of each location at least 24 hours in advance. Should UPS discontinue work for any reason, the **County of Los Angeles** must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

B. Work Schedule:

1. UPS will start the tree trimming, planting, irrigation and landscape maintenance operations within five working days of award of contract or as directed by county staff. UPS will, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by the county representative (see enclosed reporting schedule).
2. UPS will notify the **County of Los Angeles** of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any maintenance work in the county or as directed by the county representative.
3. Only one job site shall be worked at a time unless specifically approved in advance by the county Inspector or his authorized representative.
4. As soon as notified by the **County of Los Angeles** of award of contract UPS will meet with the County Representative to develop a preliminary work schedule for accomplishing the work on a monthly basis or as directed by county staff. Landscape Maintenance Schedule and Watering Schedule will be modified, as necessary, during the course of the contract, based on weather conditions especially during a heavy rain season.

C. **Tree Work Performed:**

1. Will be according to 1988 Pruning Standards of the Western Chapter ISA and the National Arborist Association and to the County of Los Angeles specifications (see detailed specifications of RFP)
2. UPS will raise lower limbs on the traveled road way where practical, to a minimum height of 12' feet or as directed by the County authorized representative from the edge of the roadway/bike path or fence line, without detracting from the natural shape of the tree.
3. UPS shall perform all work necessary to complete this contract in a satisfactory manner and shall provide all personnel, supervision, tools supplies, materials, equipment, transportation, and other incidentals necessary to perform the work.
4. UPS shall conduct weekly patrols at each facility / work location / channel and remove all trash discovered within 24 to 48 hours.
5. The term "trash" shall be synonymous and interchangeable with "debris" and shall include, but not limited to the following description:
    a. All paper, Styrofoam, shopping carts, tires, furniture, waste, bottles, cans, concrete pieces, wood scraps, construction debris, and other solid man-made material.
    b. All tree cuttings, trimmings, and fallen trees and branches.
    c. All dead foliage, dead shrubs, dead vines, dead trees, fallen leaves, and other organic material.
6. UPS will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the **County of Los Angeles** representative at the end of each day or as directed by the county. Pictures are to be taken at time of incident.
7. UPS will maintain good public relations at all times. Work will be

conducted in a manner which will cause the least possible interference and annoyance to the public. Tree work shall be performed with employees that are certified as tree workers and supervised by an I.S.A. Arborist.

8. Hazardous Notifications: UPS will report to the **County of Los Angeles** representative any hazardous condition within one hour. In addition any tree defects, diseases or hazardous tree conditions will be reported within 24 hours.

9. Any activities found by the **County of Los Angeles** to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by UPS.

10. UPS will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The **County of Los Angeles** authorized representative will serve as mediator between the contractor and public if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and/or bicycle and pedestrian safety.

11. UPS will exercise precaution as necessary when working adjacent to electrical wires. In the event that aerial utility wires present a hazard to UPS's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified by UPS. UPS employs employees that are certified in electrical line clearing thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry under their Electrical Awareness Program. This certification is recognized by the National Arborist Association and meets all Federal Cal-OSHA regulations.

12. UPS shall provide a mobile radio "Direct Connect" / cell phone to the County representative in order to communicate with all UPS crews and the UPS main office. This radio will be provided for the duration of this

project to immediately give the County representative the ability to give orders, receive instructions from headquarters and handle any complaints and other communication from Public Works.

13. Irrigation repair will be done within 24 hours of notification and any emergency irrigation repair will be done within two hours of occurance.

14. No hook, gaffs, spurs or climbers will be used by anyone employed by UPS for tree trimming without the express written approval by the County of Los Angeles. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.

15. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

16. When trimming fungus, diseased or fire bright-infested tree limbs, bushes, or fronds, all pruning tools shall be cleaned after each cut with an approved disinfectant.

D. Groundcover / Hedges / Bushes / Shrubs

1. UPS crews will trim areas in an artisan-like manner. A natural type of trim shall be performed in order to give a more natural appearance.

2. Cutting shall be done on an as-needed basis starting during the winter months or as instructed by the county representative.

3. Height of trimmed of hedges, bushes and shrubs shall not be less then 3' to 4' or as directed by the county representative.

4. All trimmed debris shall be collected and removed from the site at the end of each day by UPS.

5. UPS shall remove all dead or dying bushes, hedges, shrubs and/or ground cover.

6. UPS shall repair all drip lines and check for leaks throughout the year.

7. UPS shall back-fill all erosions on side of slope or levee or landscaped areas.

8. UPS shall replace all irrigation lids missing around basins.

9. UPS shall back-fill all exposed irrigation lines within 72 hours.

10. UPS will only use equipment that is approved by the **County of Los Angeles** authorized representative.

E. Shrubbery Trimming and Care:

1. UPS shall remove all dead, weak, diseased, insect infested, and damaged branches and limbs.

2. UPS shall prevent encroachment on adjacent property and into required proper vertical clearances, which are seven feet for pedestrian areas 14 feet for vehicular roadways.

3. UPS shall prevent encroachment of horse trials by shrubbery and/or tree and ground cover. UPS shall maintain the horse trials and routinely remove weeds and debris.

4. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start. No stubs will be permitted.

5. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.

6. UPS shall remove and dispose of all trees which are downed by either natural or unnatural causes. UPS shall dig out stumps or unnatural causes. UPS shall dig out stumps or grind them to 12 inches below grade, remove the wood chips, and back fill the hole to grade with soil.

7. UPS shall trim shrubbery only to restrict growth of shrubbery onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility in channel right-of-way, all shrubbery located between the channel access gates and cross streets shall be kept trimmed to a maximum height of four feet. The shrubs at the access gates shall be trimmed a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than four feet.

8. UPS shall prune trees and shrubbery branches individually and <u>not shear</u> bushes, hedges, trees and plants.

F. Tree Staking and Tying Requirements:

1. Replace missing or damaged stakes where the tree diameter is less than three inches.
2. Install stakes in those cases where the tree has been damaged and requires staking for support.
3. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than three inches. Removal of tree stakes may be requested by the County of Los Angeles representative for trees with a diameter less than three inches.
4. UPS shall stake and tie trees and shrubbery as directed in the County of Los Angeles RFP proposal.

G. Trim and Care of Ground Cover and Hydroseeded areas:

1. UPS shall remove all dead or diseased branches as they develop in the ground cover areas of the project.
2. UPS shall keep all ground covers adjacent to roadways away form the paved surfaces.
3. Ground cover will be trimmed back by UPS crews in such a manner that the edges look natural, not sheared off.

H. Weed Control - East and West Areas of the contract:

1. Landscaped areas.
   a. UPS shall remove all weeds before they reach four inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed or other underground spreading weeds shall be kept under strict control.
   b. Weeds may be removed by hand or by cultivation where appropriate. UPS will use pre-emergent weed control where necessary on approval by the **County of Los Angeles**.

2. Right-of-way / Bicycle roadway

   a. UPS shall manually remove or cut all weeds within the Right-of-way and/or bicycle roadway on an as-needed basis throughout the year before the weeds go to seed.

   b. UPS will not use any type of chemicals in the Right-of-way / Bicycle roadway areas without the approval of the **County of Los Angeles** authorized representative.

3. Stone and Gravel Areas.

   a. UPS shall remove all weeds over four inches tall or groups of weeds spreading 12 inches or more which are growing in the landscape stone areas, decomposed gravel areas and gravel areas

   b. UPS shall remove the weeds either by hand, weed whipping, or by using chemical weed control.

I. Litter Control.

1. UPS shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, adjoining access roads and driveways, drains, and bicycle rest stops.

2. Trash containers at the bicycle rest stops and at the East and West areas shall be emptied once a week by UPS crews or as directed by the **County of Los Angeles** representative.

3. Litter control shall be done on a routine basis and shall be monitored weekly. UPS shall perform litter control as directed by the County RFP.

J. Watering and Irrigation System Management:

1. UPS shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

2. Watering and Irrigation System Management shall be govern as directed

by the **County of Los Angeles** RFP. UPS shall adhere to these instructions or as directed by county staff.

3. UPS shall be responsible for the inspection and maintenance of the entire irrigation system and for the specific repairs/replacements as noted in RFP section, Scope of Work. The County of Los Angeles will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, back flow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. or any vandalism that destroyed or damaged them.
4. The County of Los Angeles will also be responsible for the inspection/certification of the mainline back flow devices located at each water service meter.
5. Irrigation system shall be under the supervision and management of UPS as directed by the guidelines in the RFP titled Work Description under irrigation systems.
6. In addition to other duties as called out in RFP under guidelines as outlined in section titled Irrigation systems, UPS shall respond to request received from the county representative pertaining to waterline breaks, etc. requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours) within two hours of notification.
7. UPS shall repair or replace damaged bubbler heads and risers as necessary.
8. UPS shall clean or replace clogged bubbler heads and risers as necessary.
9. UPS shall clean or replace clogged or damaged drip line emitters.
10. UPS shall repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating pounding or erosion.
11. UPS shall maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected by UPS crews and cleaned every two months. The location of

any filter found to be worn out during this inspection shall be reported to the **County of Los Angeles** representative within one week of the discovery and also included on the required monthly maintenance report.

12. UPS crews shall inspect and clean mainline filters, wye strainers, basket filters, and filters at the back flow devices twice a year.

13. UPS shall report to the county representative any filter found to be worn out during this inspection within one week of the discovery and also included on the required monthly maintenance report.

14. UPS shall report any missing valve box covers to the county representative by the end of the day and also include the information on the required monthly maintenance report.

K. Rodent Control:

1. UPS shall make an effort to maintain all areas under the proposal free of rodents, including, but not limited to gophers and ground squirrels.

2. The rodenticide product to be used shall be recommended b a licensed pesticide advisor to be approved by the **County of Los Angeles** authorized representative.

L. Trash Removal Services

1. The UPS on-site supervisor shall have a thorough knowledge of the needs of the Public Works' Zero-Tolerance Plan for the Flood Control District's facilities and these specifications, terms, conditions, and requirements.

2. UPS shall log all trash removal request. Response shall be in the following priority:

   a. Request from the Supervisorial District Staff.

   b. Requests from the Area's Project Manager.

3. UPS shall maintain a zero-tolerance policy for the work location.

4. UPS shall respond to the Area's Project Manager's Priority Assignments within 24 hours (seven days per week).

5. Remove trash from the work location as necessary within 48 hours of its deposit, Monday through Friday.
6. Patrol the work location as necessary to maintain trash-free areas.
7. UPS shall provide the division of Flood Maintenance a trash-free area report no later than the fifth day of each month with the monthly invoice. The monthly report shall include the following:

    a. Amount of trash removed

8. UPS shall remove all debris produced from the trash removal services each day. No trash or debris is to be stockpiled within the Department's right-of-way. UPS shall dispose of all material removed at an approved landfill. UPS shall submit all waste disposal receipts obtained from the landfill on a monthly basis to the Project Manager on site inspector.
11. UPS shall not allow any debris from its operations under this contract to be deposited into any drain vaults, catch basins, street gutters, or storm drain systems in violation of the National Pollutant Discharge Elimination System (NPDES) Permit.
12. UPS crews will be prohibited from entering the channel bottoms when rapidly flowing water is present.

M. Hazardous Waste

1. UPS shall not remove any hazardous waste.
2. UPS shall immediately notify the Project Manager of any hazardous material encountered while working within the County of Los Angeles Right-of-ways.

N. Right-of-Way

1. UPS shall conduct all of its activities and operations within the confines of the channel and Channel Rights-of-Ways.

2. UPS shall not allow any of its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner. Note: *The East and West Areas are on County property and UPS crews will not use private property in order to complete the contract.*

3. If in the event UPS elects to encroach upon other lands, UPS shall first obtain written permission from the owner and provide evidence of such permission in writing to the Project Manager prior to entering upon such lands.

4. UPS shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

O. Execution of Work

1. UPS shall diligently execute the work to completion on all of the Areas within the East and West areas of the contract..

2. Manpower allocated to the project is based on the condition of each area. UPS shall provide crews necessary to perform the project to the satisfaction of the County Representative. This includes allocating sufficient manpower to immediately bring the East and West areas to standards as described in the RFP and to continue to maintain the areas under the County of Los Angeles specifications and direction.

3. UPS shall comply with any suspension when determined by the Project Manager that the suspension is necessary and in the best interest of the county. UPS shall comply immediately with any written order of the Project Manager suspending work.

P. Air Quality

1. UPS shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

Q. Toilet Facilities

1. UPS shall provide and maintain portable enclosed toilets.
2. All toilet accommodations shall be maintained in a neat and sanitary condition.

R. Safety Requirements.

1. UPS will observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works' job sites.
2. UPS employees shall be required to wear safety equipment such as glasses, gloves, head gear, skin creams, respirators, etc.
3. UPS crews / employees shall be uniformed with safety orange shirts or safety orange reflective vests with dark blue pants while working on Flood Maintenance property or while working along streets or right-of-ways.. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.
3. UPS crews / employees shall be prohibited from any type of horseplay, shoving, pushing, etc.. This type of behavior will not be tolerated by UPS. All UPS crews / employees must conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike manner.

S. Best Management Practices (BMP)

1. UPS shall implement the following BMP's for the prevention of storm water pollution in conjunction with all its activities and operations while working for the County of Los Angeles.
2. Waste Management
   a. Solid Waste Management
   b. Hazardous Waste Management
   c. Sanitary / Septic Waste Management
3. Vehicle and Equipment Management
   a. Vehicle and Equipment Cleaning

b. Vehicle and Equipment Fueling

c. Vehicle and Equipment Maintenance

4. Training

a. Employee / Subcontractor Training

T. Project Safety Official

1. UPS shall designate in writing a Project Safety Official who shall be thoroughly familiar with the UPS Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP).

2. UPS shall make available at all times its Project Safety Official to abate any potential safety hazards and shall have the authority to shut down an operation, if necessary.

U. Monthly Maintenance Reports:

1. UPS shall submit a proposed maintenance schedule prior to the start of the contract.

2. UPS shall maintain and keep current a weekly maintenance report that records when all periodic, seasonal, additional work and maintenance functions are performed by UPS crews (see enclosed report).

3. This report form shall be provided by UPS to the County representative. The maintenance report shall be submitted by UPS to the **County of Los Angeles** representative weekly and upon request, within two working days.

V. Hours of work in County:

1. UPS will observe all holidays recognized by the county and the county shall provide inspection for a 40 hour workshift (7:00 a.m. to 4:00 p.m. or as directed by the county) Monday through Friday, except on County observed holidays. No maintenance function that generate excessive noise which would cause annoyance or interference to the public in the area shall be commenced before 7:00 a.m. UPS shall reimburse the **County of Los Angeles** at rates established by the county for inspection in excess of the foregoing, including legal holidays. This shall be a deduction from final payment.

2. Night, Saturday, Sunday, and Holiday Work: No work shall be performed at night, on Saturdays, Sundays, or on the eleven legal holidays, to wit: New Years Day, President's Day, Dr. Martin Luther King Day, Memorial day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas. This does not apply to emergency work or as directed by county representative. UPS will schedule operations in accordance with the County's business hours and representative. NO WORK SHALL BE PERFORMED WITHOUT THE PERMISSION OF THE PUBLIC WORKS DIRECTOR OR HIS/HER REPRESENTATIVE FOR THE **COUNTY OF LOS ANGELES.**

3. Before performing any work at said times, UPS shall give notice to the **County of Los Angeles** so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed. "Night," as used in this paragraph, shall be deemed to include the hours from 6:00 p.m. to 7:00 a.m. of the next succeeding day.

4. No maintenance function that generates excessive noise which would cause annoyance to residents and/or public of the area shall be commenced before 7:00 a.m. A noise level limit of 86 dbA at a distance of fifty feet shall apply to all UPS equipment used on the job site.

W. Equipment on job site:

1. All aerial / tree equipment and landscape equipment will be certified. Said test and / or examination will be met with the requirements of the State of California. Division of Occupational Safety and Health, G.I.S.O. Title 8, G.I.S.O. Title 8, Article 24-3636 through 3648 and all referenced applicable A.N.S.I. standards contained therein.

2. UPS employees are enrolled in the Department of Motor Vehicles Employee Pull Notice Program.

3. Equipment is inspected daily with full maintenance every 8 weeks.

X. Labor:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California and the County's Living Wage rate of a minimum of 11.84 / hr.
2. UPS employs a well balanced ethnic crew (82% minority) and firmly believes in equal employment opportunities for all employees.
3. UPS cross trains its employees and offers opportunities in all phases of governmental projects.
4. UPS shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the County of Los Angeles project.

Y. Disposal of Materials:

1. All tree branches, leaves / green waste etc. produced as a result of UPS's operations will be reduced reused, recycled, and/or transformed.
2. Weight slips or load slips for all material removed from the **County of Los Angeles** will be submitted to the county once a month if requested.

Z. Compliance with Laws and Regulations:

1. UPS shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

AA. Drug Free Workplace:

1. UPS will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.

2. UPS has established a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.

3. UPS's existing policy of maintaining a drug-free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace, taking appropriate action against such an employee, up to and including termination.

BB. Public Safety / Traffic Control:

1. UPS shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal, and County "Public Safety" of the Standard Specifications. Should the **County of Los Angeles** point out the inadequacy of warning devices or should the County approve the location of warning devices, such action shall not relieve UPS of responsibility for public safety, nor abrogate his obligation to furnish and pay for these devices.

2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook) and to the specifications of the County of Los Angeles.

3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.

4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.

5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at

other times when landscape maintenance operations are suspended for any reason, UPS shall remove all equipment and other obstructions from that portion of the roadway / right-of-way and open for use by public traffic.

6. Spillage resulting from hauling operations along or across any public traveled roadway shall be removed promptly.

7. Whenever UPS's operations require one-way traffic or create a condition hazardous to the public traffic (pedestrians or bike traffic) UPS shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work. UPS shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various items bid.

CC. Complaint Log:

1. UPS will keep a manual complaint log with the locations and names of any and all complaints that could occur in the performance of this contract.

3. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and any other information required to properly document the complaint

DD. County of Los Angeles, Special Provisions:

1. All work performed by UPS crews shall be governed by the work descriptions as stated in the County RFP, Titled:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Notice of Request for Proposals
FOR
LANDSCAPE MAINTENANCE
Services - East and West Areas

(2008-PA039)

EE. Monthly Accounting:

1. UPS shall submit to the County of Los Angeles "Authorization Estimates" of any additional work that is to be charged at an hourly rate that is not part of the regular monthly maintenance. This additional charge will be added to a running total along with the monthly maintenance running total charge for each month of the contract. This will enable UPS and County staff to better monitor the monthly and annual cost. Under no circumstances will UPS exceed the "Base" amount of the contract without the express written authorization from the County of Los Angeles authorized representative.
2. Prior to performing any additional work, UPS shall have a signed copy of any and all extra work by the County of Los Angeles authorized representative. This authorization sheet will also be dated and explain in detail the cost to be incurred including any irrigation parts to be used.
3. UPS will not charge the County of Los Angeles for any work performed beyond the BASE AMOUNT of the contract, unless the work was authorized in writing by the **County of Los Angeles**.

FF. Certified Arborists / Certified Pesticide Advisor

1. UPS will provide a Certified Arborist to assist the county on any and all matters concerning landscape maintenance issues including planting, irrigation repair, slope maintenance, tree and bush maintenance and ground cover maintenance.
2. UPS will provide a Certified Pesticide Advisor / Agricultural Pest Control Adviser to assist and advise the county on any and all matters concerning the use and application of herbicides and pesticides in the performance of this contract.

GG. Emergency phone, home and cell numbers:

United Pacific Services	Office	(562) 691-4600
	Fax	(562) 691-0512
Gus Franklin, *President*	Home	(562) 691-1844
	Cell	(562) 254-0749
Eric Franklin, *Vice President*	Home	(714) 637-5125
	Cell	(562) 254-0748
Jack Mooring, *General Manager*	Home	(714) 525-8821
	Cell	(562) 254-1196
Tony Gomez, *Supervisor I*	Home	(323) 566-2127
	Cell	(562) 254-1903
Leo Ramirez, *Supervisro II*	Home	(562) 939-0027
	Cell	(562) 254-3158

HH. Sample Map and Work Sheets (County of Los Angeles Project)

1. See (tab 12) of proposal

WEEKLY

SCHEDULE OF WORK
PROFILE

of

United Pacific Services, Inc.

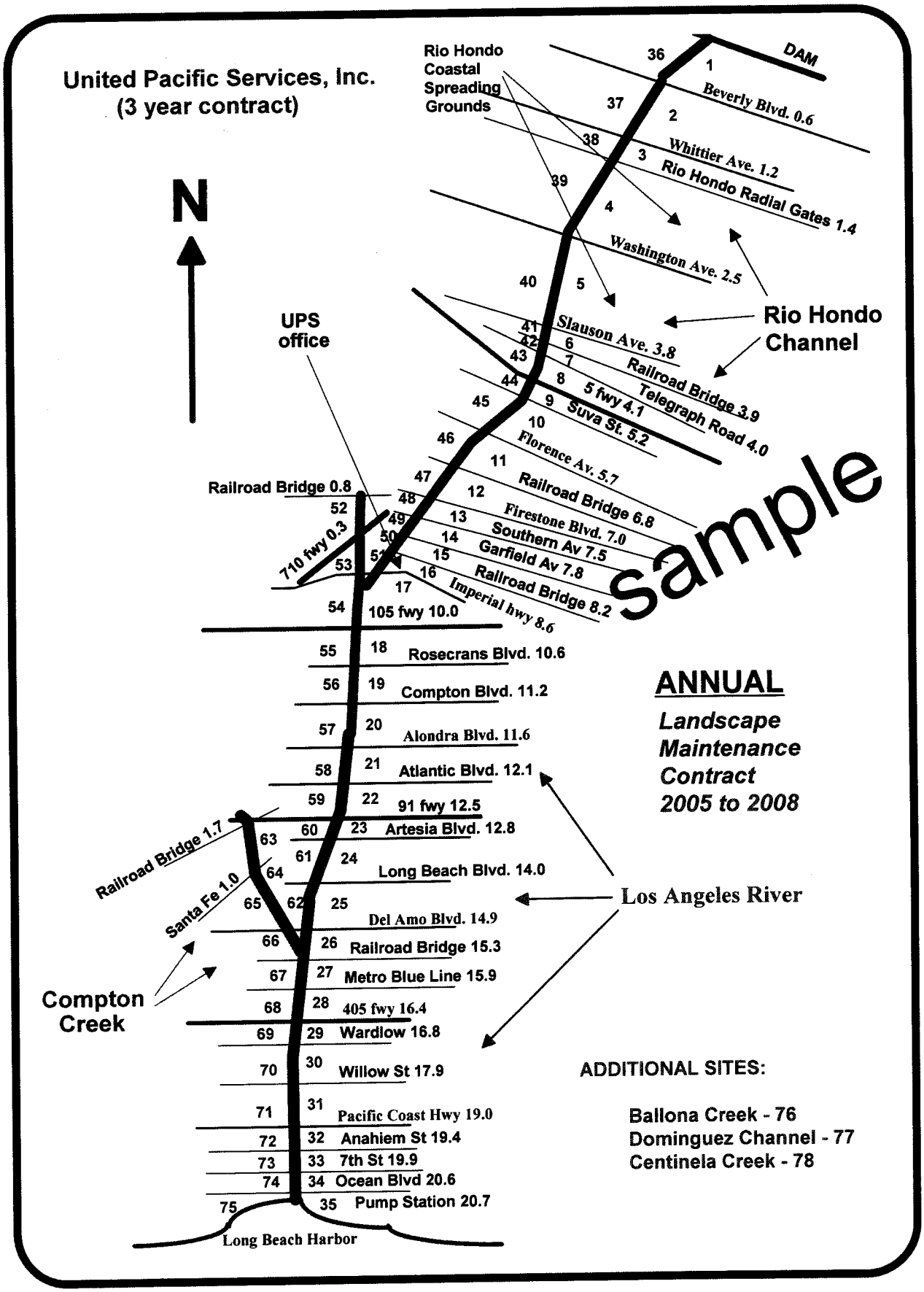
Current Contract
Landscape of South Area

sample

** Note:*

The following report gives the County on-site field inspector on the Landscape Maintenance of the South Area Contract the location of United Pacific crews for the previous week and work that is scheduled for the current week. United Pacific was awarded the landscape maintenance of the South area on October 18, 2005 in the amount of $773,848 per year. The weekly report monitors the daily UPS field crews and gives the county a weekly record of the location and work completed by the crews working on the contract. Each week we submit a schedule of work completed based on the diagram and/or map of the South area contract that is broken down into various areas from location 1 to location 74. This enables UPS and the County to better track the field crews on a daily and weekly bases. If awarded the East and West area "Earth-day" site contracts we will implement a similar tracking system.

COUNTY OF LOS ANGELES RIVER - SOUTH



COUNTY OF LOS ANGELES - SOUTH AREA CONTRACT

United Pacific Services, Inc.

WEEKLY WORK SHEET

Page of Page(s)

	WORK PERFORMED	YES	AREAS
1	Weed Control		
2	Litter Control		
3	Chemical Spraying - Herbicide		
4	Maintaining Landscaped areas		
5	Irrigation repair		
6	Watering - Hand		
7	Watering - 500 gallon trailer		
8	Watering - 2500 gallon truck		
9	Rodent Control		SAMPLE
10	Tree Work Performed		
11	Tree Staking and Tying		
12	Trash Pick-up		
13	Empty waste containers		
14	First Cutting of Grass & Wildflower		
15	Second Cutting of Grass & Wildflower		
16	Remove Dead Trees		
17	Manual Operation of Irrigation System		
18	Emergency call back to turn off system		
19	Plant - 1 Gallon Native		
20	Plant - 5 Gallon Native		
21	Plant - 1 Gallon Standard		
22	Plant - 5 Gallon Standard		
23	Re-hydroseeding of grass & wildflower		
24	Trim bushes / hedges		
25	Trim Vines - March		
26	Trim Vines - September		
27	Fertilize area - ammonium sulfide		
28	Fertilize area - NPK		
29	Trim Ground Cover - annual		
30	Cutting weeds in Wildflower areas		
31	Miscellaneous		
32	Miscellaneous:		
33	Miscellaneous:		

Remarks:

Authorized Signature: _____
United Pacific Services, Inc

Week Ending: _____

Date Submitted _____

COUNTY OF LOS ANGELES

LOS ANGELES RIVER - SOUTH AREA

CREW LOCATION

WEEK ENDING: Aug 26 '66

UNITED PACIFIC SERVICES, INC.

WORK COMPLETED THIS WEEK

CREW FOREMAN	Cell No.	Reg. No. of Emp.	Monday AREA	Tuesday AREA	Wednesday AREA	Thursday AREA	Friday AREA	Saturday AREA	Sunday AREA
Enrique Gutierrez Landscape Crew	22	5	17-18 19-20	20-21 22	23-24 25	64/63/62	55/56		
Eusebio Maldonado Landscape Crew	24	5	44/45	45/46		45/46/47	47/48/49		
Jose Torres Tree Crew	18	6			29-30	30-31 32			
Tony Gomez Jr. Tree & Weed Crew	12	6							
Tony Gomez Sr. Tree Crew	31	6	18 TO 24	24 TO 29					
Ignacio Gomez Tree & Weed Crew	11	6							
Johnny Atkins Irrigation / Herbicide	7	2	36 TO 38	38-39	40 TO 42	CHECK ALL AREAS			
Abel Cohetzaltitla Irrigation / Herbicide	27	2	1-2-3 4-5-6	7-8-9 10	11 TO 18	19 TO 24	CHECK EAST 210(4) AWAY		
Leo Rameriez Irrigation / Repair	6	1							
Managers Gus Franklin Jack Mooring	4 10	2			CHECK ALL AREAS				

SAMPLE WORK SHEET

* Remarks

The above United Pacific crew(s) work eight (8) hours per day from Monday thru Friday and six (6) hours on Saturday

1.) REPAIR STATION - COMPTON CREEK AREA 64/65

2.) BACK FILL AREAS 17-18-19 SLOPE DAMAGE

3.) REPAIR DRIP LINES AREAS 12 TO 15 19 TO 24

4.) REPLACE VALVE COVERS AREAS 28+29+30

5.) CHECK CLOCKS AREAS 1 TO 35

DATE Aug 28 '66

AUTHORIZED SIGNATURE [signature]

COUNTY OF LOS ANGELES

LOS ANGELES RIVER - SOUTH AREA

CREW LOCATION

WEEK ENDING: Aug/26/06

UNITED PACIFIC SERVICES, INC.

SCHEDULE OF WORK FOR COMING WEEK

CREW FOREMAN	Cell No.	Reg. No. of Emp.	Monday AREA	Tuesday AREA	Wednesday AREA	Thursday AREA	Friday AREA	Saturday AREA	Sunday AREA
Enrique Gutierrez Landscape Crew	22	5	17-18-19	19-20	21-22	22-23	64/63		
Eusebio Maldonado Landscape Crew	24	5	44/45	45-46		46 TO 48	52/53		
Jose Torres Tree Crew	18	6							
Tony Gomez Jr. Tree & Weed Crew	12	6							
Tony Gomez Sr. Tree Crew	31	6	18 TO 24	24 TO 27					
Ignacio Gomez Tree & Weed Crew	11	6							
Johnny Atkins Irrigation / Herbicide	7	2	36 TO 39	39 TO 42	← CHECK ALL AREAS →				
Abel Cohetzaltitla Irrigation / Herbicide	27	2	1-2-3 4-5	5-6-7-8	9 TO 16	← CHECK "EAST" RIGHT-OF-WAY →			
Leo Rameriez Irrigation / Repair	6	1							
Managers Gus Franklin Jack Mooring	4 10	2	← CHECK ALL AREAS →						

SAMPLE WORK SHEET

* Remarks

The above United Pacific crew(s) work eight (8) hours per day from Monday thru Friday and six (6) hours on Saturday.

1) REPAIRED STATION - COMPTON CREEK AREA 64/65

2) BACK-FILL AREA 17 SLOPE DAMAGE

3) REPAIR IRRIGATION LINES AREAS 12-15-22

4) REPLACE VALVE COVERS AREA 28+29

DATE: Aug/28/06

AUTHORIZED SIGNATURE: [signature]

UNITED PACIFIC SERVICES, INC.

KEY PERSONNEL - CERTIFICATIONS

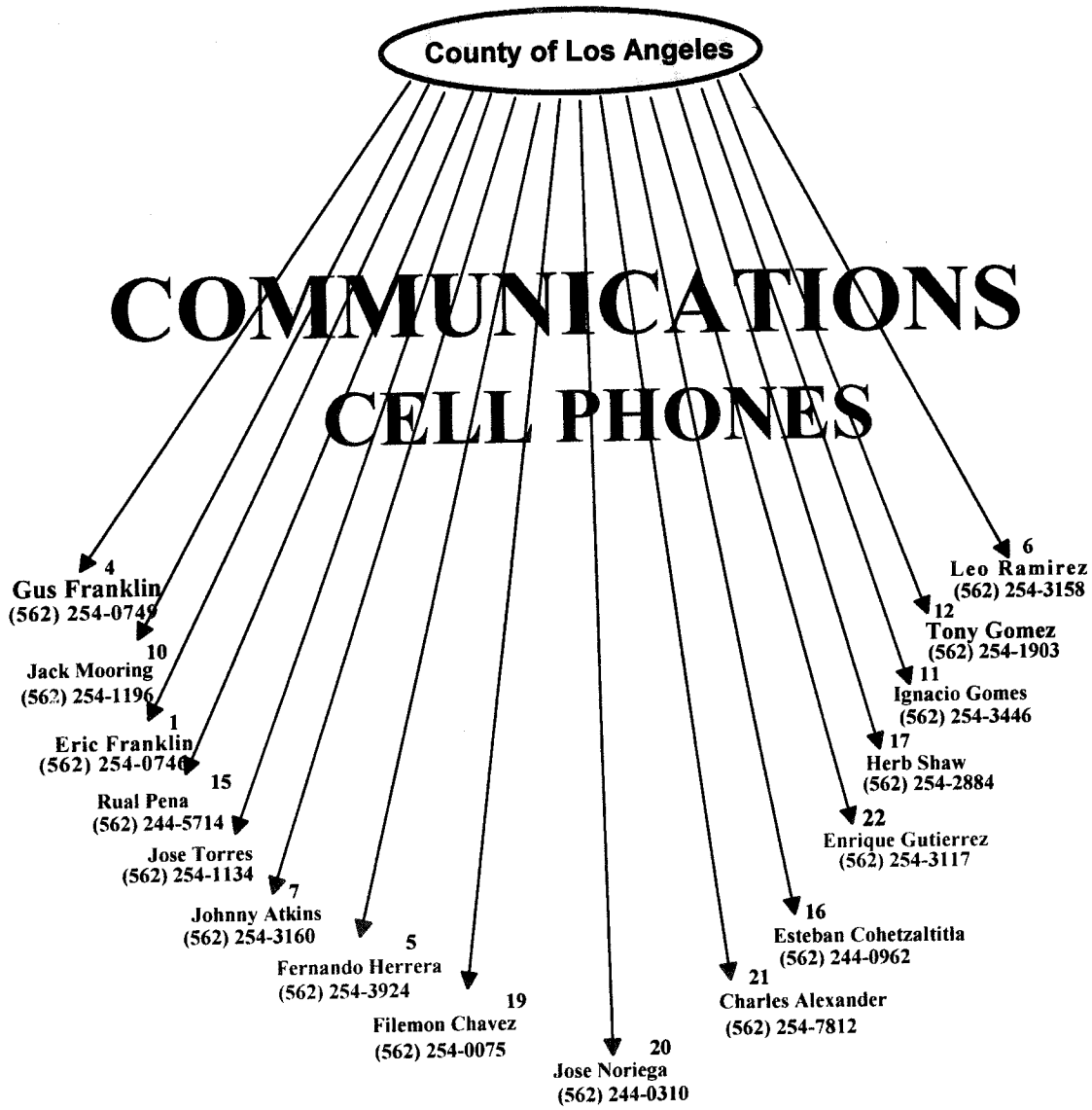
NO.	EMPLOYEE	MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE	CERTIFICATIONS	POSITION
1.	ERIC FRANKLIN	20	I.S.A. CERTIFIED ARBORIST LICENSE NO. # WC-2158 I.S.A. CERTIFIED UTILITY SPECIALIST LICENSE NO. # WC-2158 ACRT,LINE CLEARING - CERTIFICATION NO. # 03268 QAL LICENSE NO. # 35200 STATE CONTRACTORS LICENSE QUALIFIER # C27	Vice President Field Supervisor
2.	JACK MOORING	25	I.S.A. CERTIFIED ARBORIST LICENSE NO. #W3-0905A I.S.A. CERTIFIED TREE WORKER LICENSE NO. #403 ACRT,LINE CLEARING - CERTIFICATION NO. #03268	Vice President General Manager
3.	GUS FRANKLIN	30	STATE CONTRACTOR LICENSE QUALIFIER # C61-D49 ACRT, LINE CLEARING - CERTIFICATION # 03263	President
4.	JOSE TORRES	15	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1601	Crew foreman/gardener
5.	GUSTAVO PENA	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1608	Tree trimmer/gardener
6.	TONY GOMEZ	13	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1617	Tree trimmer/gardener
7.	LUIS PADILLA	5	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1607	Tree trimmer/gardener
8.	ANTONIO GOMEZ	12	ACRT, LINE CLEARING - CERTIFICATION NO. 03029 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
9.	JOSE TORRES	16	ACRT, LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
10.	IGNAGIO GOMEZ	14	ACRT, LINE CLEARING - CERTIFICATION NO. 03032 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
11.	ENRIQUE GUTIERREZ	17	ACRT, LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
12.	JOHNNY ATKINS	10	IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519	Turf and Irrigation repair/maintenance
13.	LEO RAMIREZ	16	ACRT, LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/crew foreman/gardener
14.	HERB SHAW	34	ACRT, LINE CLEARING - CERTIFICATION NO. 03035 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/stump grinder
15.	LUIS GAONA	25	ACRT, LINE CLEARING - CERTIFICATION NO. 03036 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Loader operator/chipper operator
16.	FILEMON CHAVEZ	19	ACRT, LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Root pruner operator/loader operator
17.	ESTABAN COHETZALTITLA	16	ACRT, LINE CLEARING - CERTIFICATION NO. 03038 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/truck driver

The above listed employees have been involved in the landscape/tree maintenance of the following City, County, and State contracts during the past eight (8) years.

Some of these contracts are renewable from 2 to 5 years.

1. County of Los Angeles (10 contracts ranging from 1 to 5 years)
2. County of Riverside (3 contracts for 3 years)
3. City of Los Angeles (3 contracts ranging from 1 to 3 years)
4. City of Highland (a five year contract)
5. City of Long Beach (2 contracts ranging from 3 to 4 years)
6. City of Santa Maria (a one year contract)
7. City of Palm Desert (a lump sum bid project)
8. County of San Bernardino (2 contracts for two years)
9. State of California (a lump sum bid project)
10. Orange County Sanitation District (a five year contract)
11. County of San Diego (two contracts)
12. County of Orancge (one contract for one year)
13. Port of San Diego (a three year contract)
14. City of Santa Clarita (five year contract)
15. City of Bakersfield (five year contract)
16. Kern High School District (five year contract)
17. City of Simi Valley (six year contract)

UNITED PACIFIC SERVICES
Mobile Radio Contact



MOBILE UNIT NUMBERS

24 Hour Emergency

Monday to Friday

Saturday / Sunday

CELL PHONE NUMBERS

SAFETY SERVICES COMPANY

CERTIFICATE OF RECOGNITION

This certificate of recognition is awarded to

UNITED PACIFIC SERVICES, INC

In recognition of active participation in the Safety Sam network of safety-minded contractors, and to demonstrate their commitment to O.S.H.A. compliance.

ACTIVE MEMBER SINCE: 12/08/2006

EXPIRES: 11/11/2008

DEVON DICKINSON, PRESIDENT

OCTOBER 16, 2007
DATE

SAFETY SERVICES COMPANY
P.O. BOX 6408
YUMA, AZ 85366-6408
TEL: (866) 204-4786

MEMBERSHIP NO.: C56284

Safety Training Specialists, Inc. *presents this certificate to:*

Gus K. Franklin

President of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT
Course Director:
Occupational Health and Safety Administration -- National Safety Council -- American Safety and Health Institute -- International Board of Environmental Health and Safety -- American Red Cross – American Heart Association – State of California CSTI HAZMAT

Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

Safety Training Specialists, Inc. *presents this certificate to:*

Erik L. Franklin

Executive Vice-President of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

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in compliance with
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Mariano Kramer
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Date of Completion

800 794-7233

www.stsosha.com

Safety Training Specialists, Inc. *presents this certificate to:*

Leo Ramirez

employee of United Pacific Services, Inc.
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Date of Completion

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Safety Training Specialists, Inc. *presents this certificate to:*

Eusebio Maldonado

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

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Mariano Kramer
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April 4th, 2008
Date of Completion

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Safety Training Specialists, Inc. *presents this certificate to:*

Jack Mooring

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

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Mariano Kramer
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April 4th, 2008
Date of Completion

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Safety Training Specialists, Inc. *presents this certificate to:*

Tim Kudinoff

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

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Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT
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Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

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Safety Training Specialists, Inc. *presents this certificate to:*

Johnny Atkins

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

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Mariano Kramer
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April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

Safety Training Specialists, Inc. *presents this certificate to:*

Antonio Gomez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

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in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza, RSA, RSM, RSO, EMT
Course Director:
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Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

Safety Training Specialists, Inc. *presents this certificate to:*

Antonio Gomez Jr.

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

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California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT
Course Director:
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Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

Safety Training Specialists, Inc. *presents this certificate to:*

Jose Torres

employee of United Pacific Services, Inc.
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Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

Safety Training Specialists, Inc. *presents this certificate to:*

Anthony Gutierrez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

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California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

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Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

Safety Training Specialists, Inc. *presents this certificate to:*

Ignacio Gomez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

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California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

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Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsosha.com

United Pacific Services, Inc.

Safety Program

County of Los Angeles

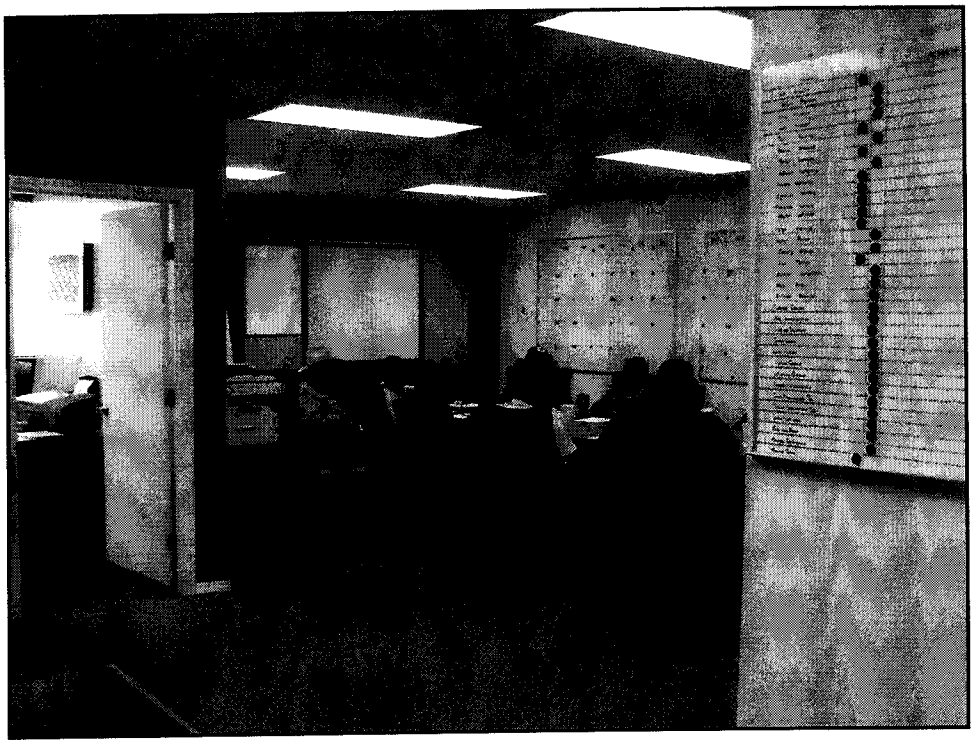
United Pacific Services, Inc. (UPS) mandates that all employees must be Certified by the National Arborist Association and Certified in Cardiopulmonary Resuscitation and Emergency Cardiac Care "CPR". This Certification was created by the National Arborist Association with input from its Safety and Education Committees and ANSI Z133.1-1994 Committee members. ACRT., Inc. Institute of Arboriculture and Urban Forestry revised and expanded the scope of the original manual to incorporate new rules, regulations, and technology changes, especially those of the new OSHA 29 CFR, Part 1910.269 Distribution Safety Standards. The American National Standard Institute (ANSI) Z133.1-1994 Tree Safety Standard and OSHA 1910.269 require the owner (City, County, State, Federal, and Private Contractors) must certify that they have met the requirements by January 31, 1995 or that the contractors performing the work are certified. The ANSI Z133.1-1994 Standard is the tree care industry's consensus safety standard. ANSI Z133.1-1994 is enforced under the Occupational Safety and Health Act of the United States Federal Government. OSHA 1910.269 requires that tree worker must be trained in Cardio-Pulmonary Resuscitation (CPR) and must submit current proof to indicate they have satisfactorily completed an approved CPR training program.

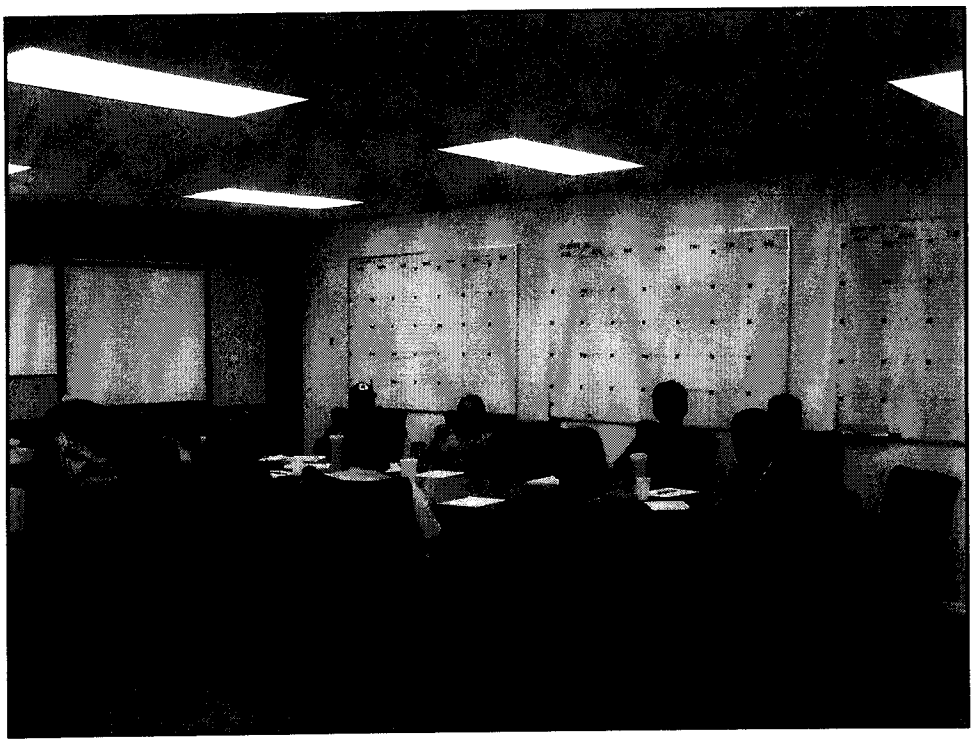
- ***Most of the employees of UPS have completed training thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry and are Certified by the National Arborist Association to meet this new mandated Federal CAL-OSHA regulation.***

SAFETY PROGRAMS.

1. Injury and Illness Prevention Safety Program - (see enclosed safety manual)
2. Weekly Tailgate Safety Meetings - (all crews including management staff)
3. Apprenticeship Training Programs - (first and third Saturday of each month)
4. Continuous training thru the ACRT., Inc. Institute of Arboriculture and Urban Forestry in all of their Safety Programs including any I.S.A. safety programs.
5. Continuous training in the Proper use of chain saws, proper use of hand tools for line clearing, proper use of Aerial equipment, tree trimming, tree removal equipment, tractor loaders, mowers and the dangers of working around energized electric conductors.
6. Continuous training with Video presentations by the National Arborist Association in Professional Tree Care, Aerial Rescue, Chain Saw Safety, Pruning Techniques and the proper use of brush chippers, tractor loaders and related equipment.
7. Monthly Safety Reviews by management staff. Incentive programs to promote a safe work environment - (lunches, dinners, bonus, days-off, week-end trips, etc.)
8. Safety meeting concerning safe work practices while working in the Forest harvesting timber and removing dead trees under the requirements of the California Department of Forestry as mandated by the State Board of Forestry.

United Pacific Services, Inc.
Weekly Safety Meetings





ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 03/26/08

PRODUCER 909-941-6699

Alliant Insurance Services, Inc.
Jay Freeman
3270 Inland Empire Blvd., #100
Ontario, CA 91764

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

United Pacific Services, Inc.
120 E. La Habra Blvd., #107
La Habra CA 90631

COMPANIES AFFORDING COVERAGE	
COMPANY A	Peerless Insurance Company/GOL
COMPANY B	Golden Eagle Insurance Corp
COMPANY C	Redwood Fire & Casualty/CYP
COMPANY D	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR OWNER'S & CONTRACTOR'S PROT X PD Ded: $1,000	CBP8403015 Pesticide/ Herbicide Liability included.	3/26/08	3/26/09	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 500,000
					MED EXP (Any one person)	$ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA8403615	3/26/08	3/26/09	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	CU8403915	3/26/08	3/26/09	EACH OCCURRENCE	$ 1,000,000
					AGGREGATE	$ 1,000,000
						$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / X EXCL	W7734069	7/01/07	7/01/08	X WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE - POLICY LIMIT	$ 1,000,000
					EL DISEASE - EA EMPLOYEE	$ 1,000,000
	OTHER				*10 Days Notice for Non-Pay.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Contract #75407, Landscape Maintenance - South Area.
County of Los Angeles, its special districts, its officials, officers, and employees are additional insureds as per form attached.
Primary wording is included. (Continued on attached)

CERTIFICATE HOLDER

County of Los Angeles, Dept.
Of Public Works
P.O. Box 1460
Alhambra, CA 91802

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jay Freeman

© ACORD CORPORATION 1988

Continued from Description of Operations.

The cancellation clause has been amended to delete the "endeavor to" and "but failure to..." wording.

POLICY NUMBER: CBP8403015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
PER CERTIFICATE ATTACHED

Location and Description of Completed Operations:
PER CERTIFICATE ATTACHED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is an Insured is amended to included as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

 (c)ISO Properties, Inc. 2004

Policy Number: CBP8403015 Effective Date: 03/26/08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
ANY ENTITY FOR WHOM YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF REQUIRED BY WRITTEN CONTRACT PRIOR TO AN "OCCURRENCE" OR LOSS	ALL COVERED PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions, or
   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(c)ISO Properties, Inc., 2004

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or from other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
(1) If there is similar insurance or self-insured retention -plan available to that organization; or
(2) To "bodily injury" or "property damage" that occured before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
(a) an expressed provision of an "insured contract", or written agreement; or
(b) an expressed condition of a written permit issued to you by a governmental or public authority.
(2) The "bodily injury" or "Property damage" is caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) the permit has been issued to you.

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MEMBERSHIPS

MEMBER

TCIA™

VOICE OF TREE CARE

CALIFORNIA
LANDSCAPE
CONTRACTORS
ASSOCIATION

WWW.CLCA.ORG

MEMBER

Membership Wall Certificate Suitable for Framing

SCA
1/3/2008

SCA Objectives

- To promote and improve the practice of commercial arboriculture through education
- To support scientific investigation of problems concerned with commercial arboriculture
- To promote and sponsor the International Tree Climbing Championship
- To sponsor a scholarship fund which supports and encourages students in arboriculture studies
- To provide a forum to address commercial arboriculture issues
- To provide a forum for the exchange of ideas and information related to commercial arboriculture
- To help provide a unified voice on commercial issues to ISA

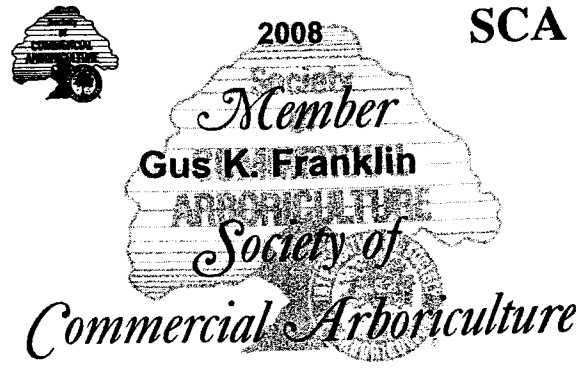
Member Benefits

- Receive the SCA newsletter to help you stay on the cutting edge of developments in commercial arboriculture.
- Be a part of a network of leading commercial arborists throughout the world.
- Attend the annual meeting devoted exclusively to topics of concern to the commercial arborist.
- Help support worthwhile projects including the International Tree Climbing Championship, college scholarships and tree care related research.
- SCA is an outlet through which you can obtain Continuing Education Units for ISA Certified Arborists.

SCA

Professional Affiliation of the International Society of Arboriculture

Membership Wallet Card



Member

Gus K. Franklin
Utility Arborist Association

2008

Membership Wall Certificate Suitable for Framing

UAA
1/3/2008

UAA

Professional Affiliation of the International Society of Arboriculture

Through the International Society of Arboriculture, UAA is people serving people, enhancing the quality of utility arboriculture.

Our mission is to provide UAA members with opportunities to improve their skills and knowledge, and enhance public awareness.

We are the premier organization for individuals who desire to provide professional utility arboricultural services. Members of UAA and their employers have a commitment to the public to enhance the practice of arboriculture.

UAA accomplishes its mission through communication and education via our newsletter, UAA Quarterly, the UAA Annual Meeting, sponsoring regional workshops, an annual UAA scholarship, UAA annual awards programs and UAA publications and videos. UAA sustains long-range programs and communications to stay abreast of ever-changing technologies in tree and vegetation management on utility rights-of-way.

Membership Wallet Card

Member 2008

Gus K. Franklin
Utility Arborist Association

International Society of Arboriculture

P.O. Box 3129, Champaign, IL 61826-3129 - www.isa-arbor.com - membership@isa-arbor.com

To access the online 'members-only' section of the ISA website, you will need a username and password. For security reasons your password is not included on this form. Need a new password? E-mail membership@isa-arbor.com. Your username of record is:

eric@unitedpac.com

If you would like to access this secure website and the "Username" field on this letter is blank, please contact ISA to register.

January 3, 2008

Mr. Eric Franklin
United Pacific Services Inc
120 E La Habra Blvd Ste 107
LA HABRA CA 90631
UNITED STATES

Dear Eric Franklin:

Welcome to another year with the International Society of Arboriculture, the premier tree care organization in the world. You are part of a network of professionals dedicated to uncompromising quality in the care and preservation of trees.

Below is your membership card for this year. Your current membership number will entitle you discounts for books, videos, conferences, certification test, and much more, so please keep it handy when ordering any ISA product, service, or conference registration.

If you live in North America, contact ISA toll-free at 1-888-ISA-TREE [1 (888) 472-8733]. From anywhere in the world, call 1 (217) 355-9411. The staff is here to help. Visit ISA online at www.isa-arbor.com for answers to questions about certification, location of your nearest ISA Chapter, consumer information, and so much more.

If you are not yet a member of your local ISA Chapter, please consider joining. Chapter membership is the perfect complement. Chapters focus on issues affecting your local region. Also, depending on your work specialization, you may also consider joining the Society of Commercial Arboriculture, the Society of Municipal Arborists, the Utility Arborists Association, or the Arboriculture Research and Education Academy.

With each year, ISA works hard to improve member services. Thank you for your continued participation and please be sure to make the best of all your ISA has to offer.

Sincerely,

Eric Duchinsky
Director of Membership

See reverse side for laminating instructions

20180

PROFESSIONAL MEMBER
Eric Franklin
Membership Card Expires: 12/31/2008

Member

Eric Franklin
Utility Arborist Association

2008

Membership Wall Certificate Suitable for Framing

UAA
1/3/2008

UAA

Professional Affiliation of the International Society of Arboriculture

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Membership Wallet Card

Member 2008

Eric Franklin
Utility Arborist Association

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Central Valley Office: 31883 Success Valley Drive, Porterville, CA 93257 ~ ph. 559/784-TREE fax 559/784-8711
Orange County Office: 594 N. Glassell Street, Orange, CA 92867 ~ ph. 714/639-3610 fax 714/639-9450
Email: repperson@wcisa.net ~ Website: www.wcisa.net ~ Toll Free: 866/785-8960

Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Eric Franklin
United Pacific Services Inc
120 E La Habra Blvd Ste 107
LA HABRA, CA 90631

January 2, 2008

Dear Eric,

Thank you for renewing your membership in the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

The Western Chapter of the ISA, formed in 1934, is a nonprofit corporation comprised of over 3000 persons in Arizona, California, Hawaii and Nevada engaged or interested in the practice of arboriculture.

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Remember, as a Western Chapter member you will continue to:

- Receive the Western Arborist magazine on a quarterly basis.
- Receive discounts on the Certified Tree Worker Test and re-certification fee.
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Dues are $50.00 per year from January to December. (If you are also a current ISA member, chapter dues are $40 per year.)

We are so glad that you have made the choice to renew your membership with the Western Chapter. Please be sure to call us if you have questions, comments or concerns.

Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA Membership Card

Eric Franklin
Chapter Membership #: CH-00002
Membership Expires: 12/31/2008

The Western Chapter ISA is a member driven organization dedicated to fostering a greater appreciation for trees by promoting research and education to advance the professional practice of arboriculture.

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE
Executive Director:
Rose Epperson, CAE

Central Valley Office: 31883 Success Valley Drive, Porterville, CA 93257 ~ ph. 559/784-TREE fax 559/784-8711
Orange County Office: 594 N. Glassell Street, Orange, CA 92867 ~ ph. 714/639-3610 fax 714/639-9450
Email: repperson@wcisa.net ~ Website: www.wcisa.net ~ Toll Free: 866/785-8960

Arizona • California • Hawaii • Nevada

Antonio Gomez
United Pacific Services
120 E. La Habra Blvd Ste 107
La Habra, CA 90631-2310

January 2, 2008

Dear Antonio,

Welcome to the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

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We are so glad that you have decided to become a Western Chapter member. Please be sure to call us if you have questions, comments or concerns.

Warmest Regards,
Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA Membership Card

Antonio Gomez
Chapter Membership #: CH-09201
Membership Expires: 12/31/2008

The Western Chapter ISA is a member driven organization dedicated to fostering a greater appreciation for trees by promoting research and education to advance the professional practice of arboriculture.

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Gustavo Pena
United Pacific Services, Inc.
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

January 2, 2008

Dear Gustavo,

Thank you for renewing your membership in the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA Membership Card

Gustavo Pena
Chapter Membership #: CH-07686
Membership Expires: 12/31/2008

The Western Chapter ISA is a member driven organization dedicated to fostering a greater appreciation for trees by promoting research and education to advance the professional practice of arboriculture.

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

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Email: repperson@wcisa.net ~ Website: www.wcisa.net ~ Toll Free: 866/785-8960

Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Luis Padilla
United Pacific Services
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

January 2, 2008

Dear Luis,

Thank you for renewing your membership in the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA Membership Card

Luis Padilla
Chapter Membership #: CH-07700
Membership Expires: 12/31/2008

The Western Chapter ISA is a member driven organization dedicated to fostering a greater appreciation for trees by promoting research and education to advance the professional practice of arboriculture.

WESTERN CHAPTER
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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Jose Torres
United Pacific Services, Inc.
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

January 2, 2008

Dear Jose,

Thank you for renewing your membership in the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA Membership Card

Jose Torres
Chapter Membership #: CH-08389
Membership Expires: 12/31/2008

The Western Chapter ISA is a member driven organization dedicated to fostering a greater appreciation for trees by promoting research and education to advance the professional practice of arboriculture.

Central Valley Office: 31883 Success Valley Drive, Porterville, CA 93257 ~ ph. 559/784-TREE fax 559/784-8711
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Email: repperson@wcisa.net ~ Website: www.wcisa.net ~ Toll Free: 866/785-8960

Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Esteban Cohetzaltitla
United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631

March 25, 2008

Dear Esteban,

Welcome to the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

Western Chapter ISA
Membership Card

Esteban Cohetzaltitla
Chapter Membership #: CH-09346
Membership Expires: 12/31/2008

The Western Chapter ISA is a member driven organization dedicated to fostering a greater appreciation for trees by promoting research and education to advance the professional practice of arboriculture.

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

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Email: repperson@wcisa.net ~ Website: www.wcisa.net ~ Toll Free: 866/785-8960

Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Ignacio Gomez
United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631

March 25, 2008

Dear Ignacio,

Welcome to the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA Membership Card

Ignacio Gomez
Chapter Membership #: CH-09345
Membership Expires: 12/31/2008

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WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

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Email: repperson@wcisa.net ~ Website: www.wcisa.net ~ Toll Free: 866/785-8960

Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Gonzalo Hernandez
United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631

March 13, 2008

Dear Gonzalo,

Thank you for renewing your membership in the Western Chapter of the International Society of Arboriculture! The ISA is the largest organization dedicated to the care of trees in the world. Since 1924 the ISA has supported tree related research and provided educational opportunities to improve the quality and benefits of proper tree care.

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA Membership Card

Gonzalo Hernandez
Chapter Membership #: CH-05657
Membership Expires: 12/31/2008

The Western Chapter ISA is a member driven organization dedicated to fostering a greater appreciation for trees by promoting research and education to advance the professional practice of arboriculture.

State Of California

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

Consumer Affairs

License Number **790590** Entity CORP

Business Name UNITED PACIFIC SERVICES INC

Classification(s) C27 C61/D49

Expiration Date 01/31/2009

State of California

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

UNITED PACIFIC SERVICES INC

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C27 - LANDSCAPING
D49 - TREE SERVICE
HIC - HOME IMPROVEMENT CERTIFICATION

State of California Department of Consumer Affairs

Witness my hand and seal this day,

January 30, 2001

Issued January 29, 2001

Signature of Licensee

Signature of License Qualifier

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

James Goldstene
Interim Registrar of Contractors

790590

License Number

13L-24 (REV. 4-91) OSP 99 25889

AUDIT NO: [illegible]

International Society of Arboriculture

Certified Arborist/Utility Specialist

Eric Franklin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist/Utility Specialist

Jim Skiera, Executive Director
International Society of Arboriculture

WE-2158AU	Sep 18, 1999	Jun 30, 2010
Certification Number	Certified Since	Expiration Date

International Society of Arboriculture

Certified Arborist

Eric Franklin

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist

Jim Skiera, Executive Director
International Society of Arboriculture

WE-2158AU	May 14, 1998	Jun 30, 2010
Certification Number	Certified Since	Expiration Date

International Society of Arboriculture

Certified Arborist

Jack Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist

Jim Skiera, Executive Director
International Society of Arboriculture

WE-0905A	Jul 29, 1995	Jun 30, 2010
Certification Number	Certified Since	Expiration Date

WESTERN CHAPTER

INTERNATIONAL SOCIETY OF ARBORICULTURE

Certified Tree Worker

International Society of Arboriculture

Western Chapter

This is to Certify that

Jose Torres

Has completed the requirements for the Certified Tree Worker

Exam Date: 11/20/2004 Certified Tree Worker Number: 1601

Executive Director

President 2004/2005

WESTERN CHAPTER

INTERNATIONAL SOCIETY OF ARBORICULTURE

Certified Tree Worker

International Society of Arboriculture

Western Chapter

This is to Certify that

Luis Padilla

Has completed the requirements for the Certified Tree Worker

Exam Date: 1/15/2005 Certified Tree Worker Number: 1607

Executive Director

President 2004/2005

WESTERN CHAPTER

INTERNATIONAL SOCIETY OF ARBORICULTURE

EST 1936

Certified Tree Worker

International Society of Arboriculture

Western Chapter

This is to Certify that

Gustavo Pena

Has completed the requirements for the Certified Tree Worker

Exam Date: 1/15/2005 Certified Tree Worker Number: 1608

Executive Director

President 2004/2005

WESTERN CHAPTER

INTERNATIONAL SOCIETY OF ARBORICULTURE

Certified Tree Worker

International Society of Arboriculture

Western Chapter

This is to Certify that

Antonio Gomez

Has completed the requirements for the Certified Tree Worker

Exam Date: 4/16/2005 Certified Tree Worker Number: 1617

Executive Director

President 2004/2005

Certified Tree Worker

International Society of Arboriculture Western Chapter

THIS IS TO CERTIFY THAT

Gonzalo Hernandez

has passed the Tree Worker examination
given by the
Western Chapter of the International Society of Aboriculture

Passed 09/18/99 Certified Tree Worker Number 1085

Kevin Eckert
Certification Committee

Peter Cowles
President

Certified Tree Worker

International Society of Arboriculture Western Chapter

THIS IS TO CERTIFY THAT

Jack Moorings

has passed the Tree Worker examination
given by the
Western Chapter of the International Society of Aboriculture

Date Passed: June 27, 1992

Tree Worker #403

Michael T. Mahoney
Certification Committee

Ronald A. Morrow
President

ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Gus K. Franklin

has satisfactorily completed the prescribed requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.

March 20, 1995

No. 03263

ACRT INC.

Lynn Kindswatter
Training Administrator

Richard Elliott
Instructor

ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Antonio Gomez

has satisfactorily completed the prescribed requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.

March 20, 1995

No. 03267

ACRT INC.

Lynn Kindswatter
Training Administrator

Richard Elliott
Instructor

ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Jack Mooring

has satisfactorily completed the prescribed requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.

March 20, 1995

No. 03268

ACRT INC.

Lynn Kinclsvatter
Training Administrator

Richard Elliott
Instructor

ACRT, Inc. Institute of Arboriculture and Urban Forestry

certifies that

Eric Franklin

has satisfactorily completed the prescribed requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.

March 20, 1995

No. 03265

ACRT INC.

Lynn Kindsvatter
Training Administrator

Richard Elliott
Instructor

Safety Training Specialists, Inc.

P.O. Box 396 Glendora, CA 91740
Bilingual Occupational Safety and Health
Environmental Compliance & Worker Training
Industrial Hygiene Services
Emergency Preparedness Programs
Safety Manuals & Videos
(Est 1981)

June 16, 2008

Mr. Gus Franklin
United Pacific Services, Inc.
120 W. La Habra Blvd. #107
La Habra, CA 90631

Dear Mr. Franklin:

Here are the certificates for your recent CPR/First Aid and Bloodborne Pathogens course. We have included a copy of the certificates for your file as well as the originals. Please verify that the information is correct and contact us if there are any changes needed. Please keep us in mind for any other safety needs that we can help you with.

Sincerely,

Mary Huizar
Safety Training Specialists Inc.

(800) 794-7233 • FAX (626) 914-5901
www.stsosha.com safetytraining@stsosha.com

Emergency Medical Response
For Adults in the Workplace

Luis Hieraldo Padilla

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
Adult First Aid, CPR,
Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

This program is not designed to meet regulatory requirements for child care workers, lifeguards, health care, or EMS providers and should not be used for this purpose

American Safety & Health Institute
an association of professional safety and health educators

ASHI APPROVED CERTIFICATION CARD

Safety Training Specialists, Inc.
Authorized Instructor (Print Name)

Holder's Signature

06/14/08
Date Completed

06/14/10
Renewal Date

800-794-7233
Training Center Phone No

www.stsosha.com
Training Center Note

Card holder has met required knowledge and skill objectives of the curriculum to the satisfaction of an ASHI authorized instructor. Certification does not guarantee future performance, nor imply state licensure or credentialing. Program content is based upon American Heart Association® Inc. Guidelines for CPR and ECC (Circulation ©2005) and other evidence-based treatment recommendations
Rate this program online at www.ashinstitute.org or call (800) 246-5101

Emergency Medical Response
For Adults in the Workplace

Antonio Gomez

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
Adult First Aid, CPR
Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Emergency Medical Response
For Adults in the Workplace

Jaime Peres

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
Adult First Aid, CPR, r
Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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800-794-7233 www.stsosha.com

Emergency Medical Response
For Adults in the Workplace

Atanacio Hernandez

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
Adult First Aid, CPR, –
Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Emergency Medical Response
For Adults in the Workplace

Jose Luis Gonzalez

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
Adult First Aid, CPR, r
Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Rate this program online at www.ashinstitute.org or call (800) 246-5101

Emergency Medical Response
For Adults in the Workplace

Jose L. Torres

has successfully completed and competently performed the required knowledge and skill objectives for a course in:

Adult First Aid, CPR,

Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Emergency Medical Response
For Adults in the Workplace

Wilfredo Guevara

has successfully completed and competently performed the required knowledge and skill objectives for a course in:

Adult First Aid, CPR,

Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Emergency Medical Response
For Adults in the Workplace

Ignacio Gomez

has successfully completed and competently performed the required knowledge and skill objectives for a course in:

Adult First Aid, CPR,

Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Emergency Medical Response
For Adults in the Workplace

Esteban Cohetzaltitla

has successfully completed and competently performed the required knowledge and skill objectives for a course in:

Adult First Aid, CPR,

Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Emergency Medical Response
For Adults in the Workplace

Gustavo Peña

has successfully completed and competently performed the required knowledge and skill objectives for a course in:

Adult First Aid, CPR

Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Emergency Medical Response
For Adults in the Workplace

Antonio Gomez

has successfully completed and competently performed the required knowledge and skill objectives for a course in:
Adult First Aid, CPR.
Introduction to Bloodborne Pathogens and Emergency Oxygen Administration

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Rate this program online at www.ashinstitute.org or call (800) 246-5101

SAFETY TRAINING DOCUMENTATION

United Pacific Services, Inc.

120 W. La Habra Blvd. #107
La Habra, CA 90631

Date: 06/14/08	**Management Representative:** Gus Franklin		
Topic: CPR		**Compliance Code:** 3400	
Instructor: Ricardo Garcia		☒ Test ☒ Video	☐ English ☒ Spanish

Comments:

EMPLOYEES ATTENDING

PRINT Name *CLEARLY*	*SIGNATURE*
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

SAFETY TRAINING DOCUMENTATION

United Pacific Services, Inc.
120 W. La Habra Blvd. #107
La Habra, CA 90631

Date: 06/14/08		**Management Representative:**	Gus Franklin
Topic:	First Aid	**Compliance Code:**	1512
Instructor:	Ricardo Garcia	☒ Test ☒ Video ☐ English ☒ Spanish	

Comments:

EMPLOYEES ATTENDING

PRINT Name *CLEARLY*	*SIGNATURE*
[illegible]	[illegible]
Adan Cortez	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
ESTEBAN [illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

SAFETY TRAINING DOCUMENTATION

United Pacific Services, Inc.

120 W. La Habra Blvd. #107
La Habra, CA 90631

Date: 06/14/08	**Management Representative:**	Gus Franklin	
Topic:	Blood borne Pathogens	**Compliance Code:**	5193
Instructor:	Ricardo Garcia	☒ **Test** ☒ **Video**	☐ **English** ☒ **Spanish**

Comments:

EMPLOYEES ATTENDING

PRINT* Name *CLEARLY	***SIGNATURE***
[illegible]	[illegible]
Antonio Gonzalez	[illegible]
Jaime Perez	[illegible]
[illegible]	[illegible]
Jesus Luis Cornejo	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
ESTEBAN [illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

County of Los Angeles

No. 8000165

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2008

Name: UNITED PACIFIC SERVICES, INC. 562-691-4600 (TELEPHONE)

Address: 5529 LEEDS ST (STREET) SOUTH GATE (CITY) CA (STATE) 90280 (ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

___ (A) *Residential, Industrial and Institutional*
X (B) *Landscape Maintenance*
X (C) *Right-of-Way*
___ (D) *Plant Agriculture*
___ (E) *Forest*
___ (F) *Aquatic*
___ (G) *Regulatory*
___ (H) *Seed Treatment*
___ (I) *Animal Agriculture*
___ (J) *Demonstration and Research*
___ (K) *Health Related*
___ (L) *Wood Preservatives (Subcategory of A and C)*
___ (M) *Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)*
___ (N) *Sewer Line Root Control (Subcategory of A)*
___ (Q) *Maintenance Gardener*

Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: January 3, 2008

Agent: ERIC L FRANKLIN
State Business License No. 04328-00000

Revised PUEa-05 (12-04)

LICENSE NO.

432800000

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

PEST CONTROL BUSINESS LICENSE
MAIN LOCATION

THIS LICENSE EXPIRES
December 31, 2009

UNITED PACIFIC SERVICES, INC.
5529 LEEDS ST
SOUTH GATE, CA 90280-

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —

THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

dpr

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE	VALID THROUGH
01/01/2007	12/31/2008

QL 35200 BC

ERIC L FRANKLIN
120 E LA HABRA BL STE 107
LA HABRA CA 90631

Short List of Plants for the Los Angeles River System

Botanical Name	Common Name	Plant Form	Setback	Water Usage	Sun Exposure	Av. Height	Av. Spread	Immediate shade	Mid region, acc. to water	Mid region, no water	Mid region, shade	Upper Watershed	Communities
Trees													
Alnus rhombifolia	white alder	t-d	6	M/H	all	20-30	20-30	*	*			*	SRW
Juglans californica var. *californica*	California walnut	t-d	6	VL	su/ps	15-25	20		x	x		x	CH, CLORF, CLOW, SRW, WW
Platanus racemosa	California sycamore	t-d	6	M	su	40	40	x	x			x	AFSS, CLORF, CWRF, SRW, VOW
Populus fremontii ssp. *fremontii*	Fremont cottonwood	t-d	8	M/H	su	30	35	*	*			*	CLORF, CWRF, SRW
Quercus agrifolia var. *agrifolia*	coast live oak	t	8	VL/L	su	40	40	x	x	x		x	AFSS, CLORF, CLOW, SRW, VOW, WW
Quercus engelmannii	Engelmann or mesa oak	t	8	VL/L	su	30	30		x	x			CLOW
Quercus lobata	valley oak	t-d	8	M	su	35	35		x	x			VOW
Sambucus mexicana	Mexican elderberry	t-d	6	VL/L	su	15	20	x	x	x		x	AFSS, CLORF, CLOW, CSS, CWRF, SRW, WW
Umbellularia californica	California bay laurel	t	6	M	su/ps	30	30	x	x		x	x	CLORF, CLOW, CWRF, SRW
Shrubs and Perennials													
Artemisia californica	California sagebrush	s	3	VL	su/ps	3	2-3	x	x	x		x	AFSS, CH, CLORF, CLOW, CSS, SRW
Artemisia douglasiana	mugwort	p	3	L/M	all	3-5	3+	x	x			x	CLORF, CWRF, SRW
Atriplex lentiformis ssp. *lentiformis* (*A. lentiformis* ssp. *breweri*)	saltbush	s	5	VL	su	6-8	5-10	x	x	x			CSS
Baccharis pilularis var. *consanguinea*	coyote brush	s	4	L/M	su/ps	4-6	6-8	x	x	x			CLORF, CLOW, CSS, SRW
Baccharis salicifolia	mulefat	s	3	M	all	4-8	6-10	x	x			*	CLORF, CWRF, SRW
Berberis (Mahonia) nevinii	Nevin's barberry	s	5	VL/L	su	6-12	6-12		x	x		x	CH, CSS
Cercocarpus betuloides var. *betuloides*	mountain mahogany	s/t	6	L	su	6-20	12	x	x	x		x	AFSS, CH
Encelia californica	California encelia	s	3	L	su/ps	3-4	3-6	x	x	x		x	AFSS, CSS
Epilobium canum ssp. *latifolium* (*Zauschneria californica*)	California fuchsia	p	2	VL/L	su/ps	1-3	2-4	x	x	x		x	CH, CLOW, CSS
Epilobium canun ssp. *canum* (*Zauschneria californica*)	hoary California fuchsia	p	2	VL/L	su/ps	1-3	2-4	x	x	x		x	CH, CSS
Eriodictyon trichocalyx var. *trichocalyx*	hairy yerba santa	s	2	VL	su	2-5	3+			x		x	AFSS
Eriogonum fasciculatum var. *foliolosum*	California buckwheat	s	3	VL/L	su/ps	3-5	2-6	x	x	x		x	AFSS, CH, CLORF, CLOW, CSS
Euthamia occidentalis	western goldenrod	p/gc	1	M/H	su/ps	2-4	2+		x	x		x	AFSS, CSS, CWRF, SRW, VOW, WW
Heteromeles arbutifolia	toyon	s/t	6	L	su/ps	8-15	15	x	x	x	x	x	CH, CLORF, CLOW, CSS, SRW, WW
Isomeris arborea (Cleome isomeris)	bladderpod	s	4	VL	su/ps	3-5	5	x	x	x		x	CLOW, CSS
Juncus patens	rush	p/gc	2	L/M	su/ps	2.5	3+	x	x	x		x	CLORF, CWRF, SRW
Malosma laurina	laurel sumac	s	6	VL	su	10	20	x	x	x	x	x	AFSS, CH, CLORF, CLOW, CSS, SRW
Mimulus (Diplacus) aurantiacus (*M.(D.) longiflorus*)	bush monkeyflower	s	2	L	su/ps	2	2	x	x	x		x	CH, CLORF, CLOW, CSS, SRW, WW
Muhlenbergia rigens	deergrass	g/p/gc	3	L	su/ps	3	4	x	x			x	CH, CLORF, CLOW, SRW, VOW
Pluchea sericea	arrow weed	s	3	L/M	su	6-8	6+	x	x			x	AFSS, CSS, CWRF, SRW

Botanical Name	Common Name	Plant Form	Setback	Water Usage	Sun Exposure	Av. Height	Av. Spread	Immediate coast	Mid region, sea to water	Mid region, bay water	Mid region, shade	Upper Watershed	Communities
Prunus ilicifolia ssp. *ilicifolia*	hollyleaf cherry	s	4	VL/L	su/ps	6-12	6-12			x	x	x	AFSS, CH, CLORF, CLOW, CSS, SRW, WW
Rhamnus californica ssp. *californica*	California coffeeberry	s	6	L	all	8	12	x	x	x	x	x	CH, CLORF, CLOW, SRW, VOW
Rhamnus crocea	spiny redberry	s	4	VL/L	all	4	4			x	x	x	AFSS, CH, CSS
Rhamnus ilicifolia (R. crocea ssp. *ilicifolia)*	hollyleaf redberry or buckthorn	s	5	Vl/L	all	6	6			x	x	x	CH, CLORF, CLOW, CSS, SRW
Rhus integrifolia	lemonadeberry	s	6	VL/L	su/ps	8-10	15	x		x		x	AFSS, CH, CLORF, CLOW, CSS, SRW
Rhus ovata	sugar bush	s	6	VL/L	su/ps	8-10	15	x		x		x	AFSS, CH, CLOW, WW
Ribes aureum var. *gracillimum*	golden currant	s-d	3	VL/L	su/ps	6-8	6-8		x	x	x	x	CLORF, CLOW, SRW, WW
Ribes californicum var. *hesperium*	hillside gooseberry	s-d	4	VL/L	ps	5	5-8		x	x	x	x	CH, CLORF, CLOW, SRW
Ribes speciosum	fuchsia-flowered gooseberry	s-d	4	L	ps/sh	5-8	6-8		x	x	x	x	CH, CLORF, CLOW, SRW
Rosa californica	California wild rose	s	3	L	all	4-6	4+	x	x	x	x	x	CLORF, CLOW, CWRF, SRW
Salix lasiolepis	arroyo willow	s/t-d	5	M/H	su/ps	15	15	*	*			*	CWRF
Salvia apiana	white sage	s	3	VL	su	3	3-5		x	x		x	AFSS, CH, CLORF, CLOW, CSS, SRW
Salvia leucophylla	purple sage	s	5	VL	su	5	6-8	x	x	x		x	CLOW, CSS, WW
Salvia mellifera	black sage	s	4	VL	su	4	6	x	x	x		x	AFSS, CH, CLOW, CSS
Yucca whipplei	Our Lord's candle or chaparral yucca	sc	5	VL	su	3	5			x		x	AFSS, CH, CLOW, CSS
Groundcovers													
Baccharis pilularis var. *pilularis*	prostrate coyote brush	s/gc	3	L/M	su/ps	1-3	6-8	x	x	x			CLORF, CLOW, CSS, SRW
Carex praegracilis	slender sedge	p/gc	1	M/H	su/ps	.5-1	2+	x	x			x	CLORF, CLOW, CSS, CWRF, SRW, VOW, WW
Lessingia filaginifolia var. *filaginifolia*	California-aster	p/gc	2	VL	su	1-3	1-3	x	x	x		x	AFSS, CH, CLORF, CLOW, CSS, VOW, WW
Leymus condensatus	giant ryegrass	g/p/gc	2	VL	all	4-5	3+	x	x	x	x	x	CH, CLORF, CLOW, CSS, CWRF, SRW, VOW, WW
Leymus triticoides	creeping wild rye	g/p/gc	2	VL	all	2	2+	x	x	x	x	x	CLORF, CWRF, SRW, VOW, WW
Salvia spathacea	pitcher sage	p/gc	2	L	ps/sh	1	3+	x	x	x	x	x	CH, CLORF, CLOW, SRW
Solidago californica	California goldenrod	p/gc	1	L/M	su/ps	1	2+		x	x		x	AFSS, CH, CLORF, CLOW, CSS, CWRF, SRW, VOW,WW
Solidago confinis	southern goldenrod	p/gc	1	M	su/ps	1	2+		x	x		x	AFSS, CH, CLORF, CLOW, CSS, CWRF, SRW, VOW,WW
Stachys bullata	pink hedgenettle	p/gc	2	L/M	ps/sh	1-2	2+	x	x	x	x	x	CLORF, SRW
Symphoricarpos mollis	creeping snowberry	s-d/gc	2	M	ps/sh	2	2+		x	x	x	x	CH, CLORF, CLOW, CWRF, SRW, WW
Vines													
Calystegia macrostegia ssp. *arida*	finger-leaf morning glory	v/p	1	VL/M	su/ps	climbs			x	x		x	AFSS, WW
Calystegia macrostegia ssp. *intermedia*	wild morning glory	v/p	1	VL/M	su/ps	climbs		x	x				CSS, WW
Clematis lasiantha	pipestems	v-d	2	L/M	su/ps	climbs			x	x	x	x	CH, CLORF, CLOW
Clematis ligusticifolia	virgin's bower	v-d	2	L/M	su/ps	climbs			x		x	x	AFSS, CH, CLORF, CLOW, CSS, CWRF, SRW, VOW, WW
Vitis girdiana	desert grape	v/s-d	2	M	all	climbs			*			*	CLORF, CWRF, SRW, VOW

Stormwater Pollution Control Plan

County of Los Angeles
Department of Public Works

Landscape Maintenance

for the

East and West Areas (2008-PA039)

By

United Pacific Services, Inc.
120 E La Habra Blvd Suite #107
La Habra, CA 90631

Prepared by: Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

Safety Training Specialists, inc.
(800) 794-7233 ✦ FAX (626) 914-5901 ✦ www.stsosha.com ✦ Bilingual Nationwide Service ✦ Est. 1981

United Pacific Services, Inc.

Stormwater Pollution Protection Plan

Table of Contents

1. Certification
2. Policy
3. Assignment of Responsibility
4. Scope of Program
5. Recordkeeping
6. Daily Field Inspection Checklist
7. Stormwater Pollution Prevention Methods
8. Worker Training Policy
9. Training Attendance Record
10. Student Handbook
11. General Review Questions
12. Copy of Training Certificates

Certification

The Stormwater Pollution Prevention Plan has been prepared for the County of Los Angeles Department of Public Works.

The plan is designed to meet the applicable requirements and standards of a Stormwater Pollution Prevention Plan, pursuant to guidelines established by the State of California, State Water Resource Control Board under direction of the United States Environmental Protection Agency (USEPA) pursuant to Title 40 of the Federal Regulations (CFR) Parts 122, 123 and 124.

Additionally, upon the request of the County of Los Angeles, United Pacific Services, Inc. will make the necessary changes to the Stormwater Pollution Prevention Plan required to maintain its effectiveness.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision and are, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Gus Franklin, President
UNITED PACIFIC SERVICES, INC.

07-31-08
Date

Stormwater Pollution Prevention Program Policy

United Pacific Services, Inc. is a responsible California corporation committed to the protection of our state's precious natural resources by incorporating work procedures in its municipal, county, state and federal contracts.

United Pacific Services, Inc. will implement, maintain and monitor for effectiveness, a stormwater and non-stormwater and best management practices pollution prevention program.

United Pacific Services, Inc. will comply with all of the applicable County of Los Angeles policies, procedures, methods, and techniques necessary for the protection of the environment and water resources.

Additionally, United Pacific Services, Inc. will comply with all other local, state, county and federal regulations as set forth by the State of California Water Resources Control Board.

Furthermore, United Pacific Services, Inc. will follow the appropriate and applicable methods as indicated in the State of California – Caltrans Construction Site Best Management Practices manual.

Gus Franklin, President
UNITED PACIFIC SERVICES, INC.

07-31-08
Date

Assignment of Responsibility

The overall responsibility for the effective implementation and maintainance of the Stormwater Pollution Prevention Plan belongs to Gus Franklin, President of United Pacific Services, Inc.

The daily implementation and monitoring of the plan will be the responsibility of the following trained supervisors:

Gus Franklin	Tony Gomez
Jack Mooring	Leo Ramirez
Eric Franklin	Johnny Atkins

A Stormwater Pollution Prevention team is to be formed. The Pollution Prevention team is responsible for developing, implementing, maintaining and revising the Stormwater Pollution Prevention Plan. The respective responsibilites are summarized as follows:

- **Employee Trainer** – The Safety/Training Special Projects Officer is responsible for the employee training program including preparation of training documents and materials, and scheduling, coordinating and conducting training sessions.
- **Site Inspector** – The Safety Training/Special Projects Officer is responsible for conducting annual site inspections and preparing site inspection documentation.
- **Record Keeper** – The Safety Trainig/Special Projects Officer is responsible for archiving all documents associated with the Stormwater Pollution Prevention Plan including the site map, inspection reports, and spill reports.

Scope of Stormwater Pollution Prevention Program

United Pacific Services, Inc.'s Stormwater Pollution Prevention Program applicability is narrow in scope and limited to the prevention of discharge of pollutants into the County of Los Angeles storm drains and sewer systems, while performing landscape maintenance operations.

Therefore, the other standard specifications typically required in a Stormwater Pollution Prevention Program plan are applicable to the type of work performed by United Pacific Services, Inc. on the public streets and thoroughfares and channel right-of-ways of the County of Los Angeles.

Stormwater Pollution Prevention Program

United Pacific Service, Inc. will adhere to the County of Los Angeles contractor standards applicable to the company's scope of work. This will include, but not be limited to the following work practices:

1. Follow and maintain stormwater pollution prevention program best management practices to prevent stormwater and non-stormwater debris from tree cutting and trimming operation to landscape maintenance operations.
2. Perform daily field worksite inspections utilizing the written checklist.
3. Maintain a safe work environment to protect public and workers.
4. Report any vandalism, missing or damaged equipment of signs, hazards, potential hazards, or transient camps observed in the project sites, immediately upon such observation.
5. Maintain all project sites with a crisp, clean appearance at all times, using quality equipment, materials, and highly trained staff. All work shall be performed in a professional manner pursuant to these specifications.
6. Maintain a Daily Activities Log and communicate daily with County staff.
7. Provide fully equipped, skilled and well-trained staff, with licensed and/or certified Supervisors as required to handle the contract.
8. Modify or curtail certain tasks at the direction of the Maintenance Superintendent to accommodate other activities/operations.
9. Report any unlawful discharges of hazardous materials to the City's 911 system.

Recordkeeping

A copy of the stormwater pollution prevention program manual will be kept at United Pacific Services, Inc.'s corporate headquarters in La Habra, CA.

Copies of the stormwater pollution prevention program plan and the field daily inspection will be maintained at the field operations facility in South Gate, CA.

United Pacific Services, Inc.

Stormwater Pollution Prevention Program
Daily Field Inspection Checklist

County of Los Angeles

Location: _____

Name: _____ Date: _____

Criteria	**Yes**	**No**	**N/A**
1. Worker safety meeting to include applicable SWPPP/Best Management Practice applicable to work location.			
2. Visible evidence of hazards or hazardous materials or contaminants			
3. Storm drains effectively protected to prevent stormwater and non-stormwater miscellaneous debris, etc. from entering.			
4. Sewer manholes covered to prevent debris from entering the sewer system.			
5. Generated debris removed regularly.			
6. Work area left neat and clean.			
7. Employees informed of the importance of good housekeeping.			
8. Vehicles and equipment at the worksite visually inspected for fuel, lubricant or any other fluid leaks.			
9. Emergency notification to County made for any significant observation or emergency. Date: _____ Time: _____ Report made to (name): _____ Action taken: _____ _____			
10. Additional comments: _____ _____ _____			

Stormwater Pollution Prevention Methods

United Pacific Service, Inc. will utilize the following methods and techniques in applicable situations in order to prevent stormwater, non-stormwater and other discharges from entering sewers and storm drains including flood control channels.

Storm water is the runoff that results from rain falling on roadways, parking areas, roofs, disturbed soil, fueling areas, equipment, oil, solvent, waste storage areas, material piles, and other exposed areas. The runoff may transport pollutants to surface drainage systems and from there to storm drains or flood control channels.

The quality of storm water runoff from the facility is influenced by the materials and activities occurring on the facility which are exposed to rain. Storm water may contribute to the degradation of water quality in tributaries, rivers and the Pacific Ocean.

Pollutants that can potentially occur in storm water runoff and other discharges draining the facility include:

- Sediments or solids (dirt)
- Biological Oxygen-demanding materials
- Hydrocarbons (petroleum products, diesel fuel)
- Floatables (trash and debris)

Worker Training Policy

United Pacific Services, Inc. will coordinate, schedule and conduct stormwater pollution prevention and best management practices a minimum of once per year.

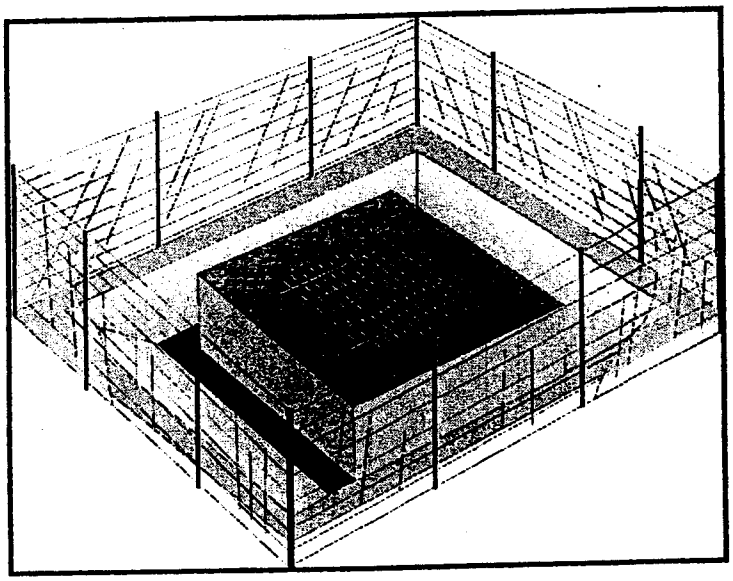
The purpose of this annual training is to review important policies, procedures, and techniques in order to maintain an effective stormwater pollution prevention plan.

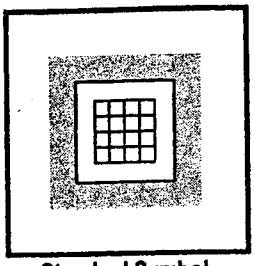
Furthermore, as part of the training, the daily field inspections will be reviewed to make any required and necessary improvements to the training program.

Additionally, field crew supervisors will conduct tail-gate meetings on the work site to remind all workers of the importance of stormwater pollution prevention strategies and how they pertain to the County of Los Angeles Flood channels.

Storm Drain Inlet Protection

SC-10





Standard Symbol

BMP Objectives

- o Soil Stabilization
- ● Sediment Control
- o Tracking Control
- o Wind Erosion Control
- o Non-Storm Water Management
- o Materials and Waste Management

Definition and Purpose

Devices used at storm drain inlets that are subject to runoff from construction activities to detain and/or to filter sediment-laden runoff to allow sediment to settle and/or to filter sediment prior to discharge into storm drainage systems or watercourses.

Appropriate Applications

- Where ponding will not encroach into highway traffic.
- Where sediment laden surface runoff may enter an inlet.
- Where disturbed drainage areas have not yet been permanently stabilized.
- Where the drainage area is 0.4 ha (1 ac) or less.
- Appropriate during wet and snow-melt seasons.

Limitations

- Requires an adequate area for water to pond without encroaching upon traveled way and should not present itself to be an obstacle to oncoming traffic.
- May require other methods of temporary protection to prevent sediment-laden storm water and non-storm water discharges from entering the storm drain system.
- Sediment removal may be difficult in high flow conditions or if runoff is heavily sediment laden. If high flow conditions are expected, use other on-site sediment trapping techniques (e.g. check dams) in conjunction with inlet protection.
- Frequent maintenance is required.
- For drainage areas larger than 0.4 ha (1 ac), runoff shall be routed to a sediment trapping device designed for larger flows. See BMPs SC-2, "Sediment/Desilting Basin," and SC-3 "Sediment Trap."

- Filter fabric fence inlet protection is appropriate in open areas that are subject to sheet flow and for flows not exceeding 0.014 m3/s (0.5 cfs).
- Gravel bag barriers for inlet protection are applicable when sheet flows or concentrated flows exceed 0.014 m3/s (0.5 cfs), and it is necessary to allow for overtopping to prevent flooding.
- Fiber rolls and foam barriers are not appropriate for locations where they cannot be properly anchored to the surface.
- Excavated drop inlet sediment traps are appropriate where relatively heavy flows are expected and overflow capability is needed.

Standards and Specifications

Identify existing and/or planned storm drain inlets that have the potential to receive sediment-laden surface runoff. Determine if storm drain inlet protection is needed, and which method to use.

Methods and Installation

- ***DI Protection Type 1 - Filter Fabric Fence*** - The filter fabric fence (Type 1) protection is illustrated on Page 5. Similar to constructing a silt fence. See BMP SC-1, "Silt Fence." Do not place filter fabric underneath the inlet grate since the collected sediment may fall into the drain inlet when the fabric is removed or replaced.
- ***DI Protection Type 2 - Excavated Drop Inlet Sediment Trap*** - The excavated drop inlet sediment trap (Type 2) is illustrated in Page 6. Similar to constructing a temporary silt fence, See BMP SC-1, "Silt Fence." Size excavated trap to provide a minimum storage capacity calculated at the rate of 130 m3/ha (67 yd3/ac) of drainage area.
- ***DI Protection Type 3 – Gravel bag*** - The gravel bag barrier (Type 3) is illustrated in Page 7. Flow from a severe storm shall not overtop the curb. In areas of high clay and silts, use filter fabric and gravel as additional filter media. Construct gravel bags in accordance with BMP SC-6, "Gravel Bag Berm." Gravel bags shall be used due to their high permeability.
- ***DI Protection Type 4 – Foam Barriers and Fiber Rolls*** – Foam barrier or fiber roll (Type 4) is placed around the inlet and keyed and anchored to the surface. Foam barriers and fiber rolls are intended for use as inlet protection where the area around the inlet is unpaved and the foam barrier or fiber roll can be secured to the surface. RE or Construction Storm Water Coordinator approval is required.

Maintenance and Inspection

General

- Inspect all inlet protection devices before and after every rainfall event, and weekly during the rest of the rainy season. During extended rainfall events, inspect inlet protection devices at least once every 24 hours.

- Inspect the storm drain inlet after severe storms in the rainy season to check for bypassed material.
- Remove all inlet protection devices within thirty days after the site is stabilized, or when the inlet protection is no longer needed.
  - Bring the disturbed area to final grade and smooth and compact it. Appropriately stabilize all bare areas around the inlet.
  - Clean and re-grade area around the inlet and clean the inside of the storm drain inlet as it must be free of sediment and debris at the time of final inspection.

Requirements by Method

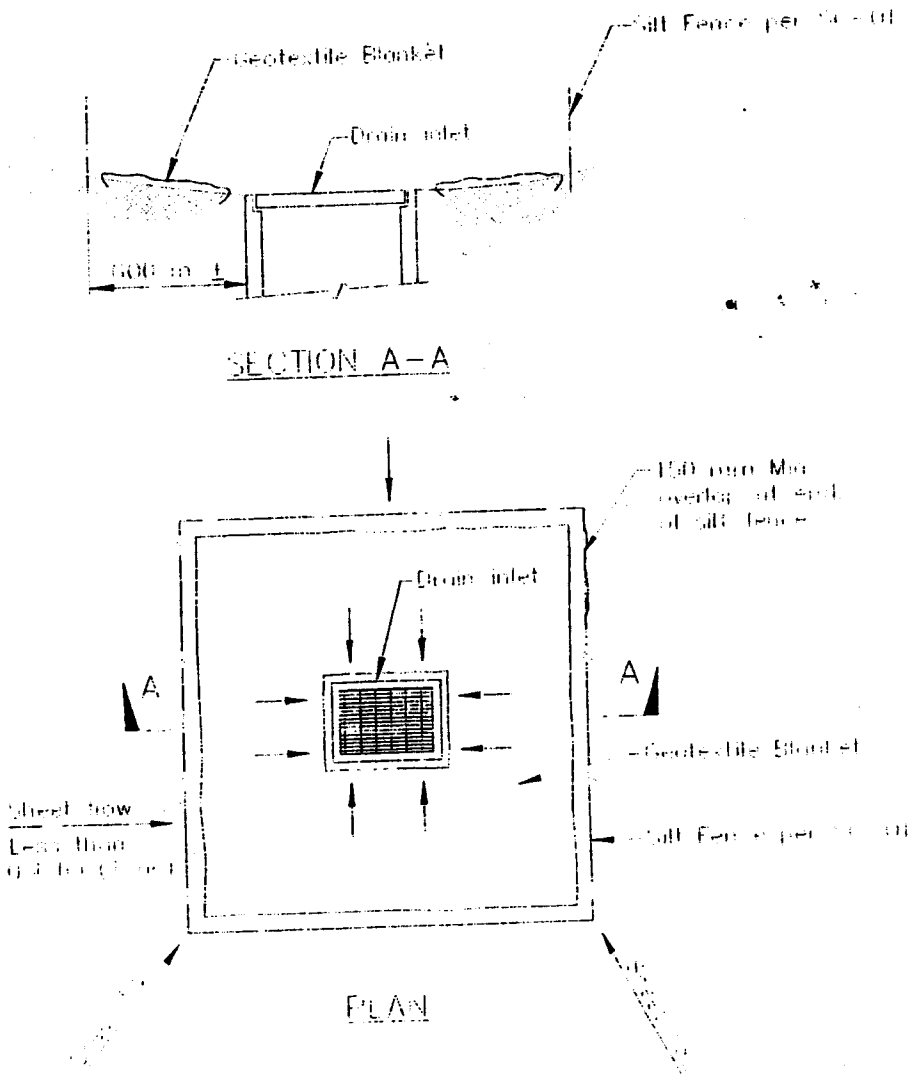
- *Type 1 - Filter Fabric Fence*
  - This method shall be used for drain inlets requiring protection in areas where finished grade is established and erosion control seeding has been applied or is pending.
  - Make sure the stakes are securely driven in the ground and are structurally sound (i.e., not bent, cracked, or splintered, and are reasonably perpendicular to the ground). Replace damaged stakes.
  - Replace or clean the fabric when the fabric becomes clogged with sediment. Make sure the fabric does not have any holes or tears. Repair or replace fabric as needed or as directed by the RE.
  - At a minimum, remove the sediment behind the fabric fence when accumulation reaches one-third the height of the fence or barrier height. Removed sediment shall be incorporated in the project at locations designated by the RE or disposed of outside the highway right-of-way in conformance with the Standard Specifications Section 7-1.13.
- *Type 2 – Excavated Drop Inlet Sediment Trap*
  - This method may be used for drain inlets requiring protection in areas that have been cleared and grubbed, and where exposed soil areas are subject to grading.
  - Remove sediment from basin when the volume of the basin has been reduced by one-half.
- *Type 3 - Gravel Bag Barrier*
  - This method may be used for drain inlets surrounded by AC or paved surfaces.
  - Inspect bags for holes, gashes, and snags.

- Check gravel bags for proper arrangement and displacement. Remove the sediment behind the barrier when it reaches one-third the height of the barrier. Removed sediment shall be incorporated in the project at locations designated by the RE or disposed of outside the highway right-of-way in conformance with the Standard Specifications Section 7-1.13.

- *Type 4 Foam Barriers and Fiber Rolls*

  - This method may be used for drain inlets requiring protection in areas that have been cleared and grubbed, and where exposed soil areas subject to grading. RE or Construction Storm Coordinator approval is required.

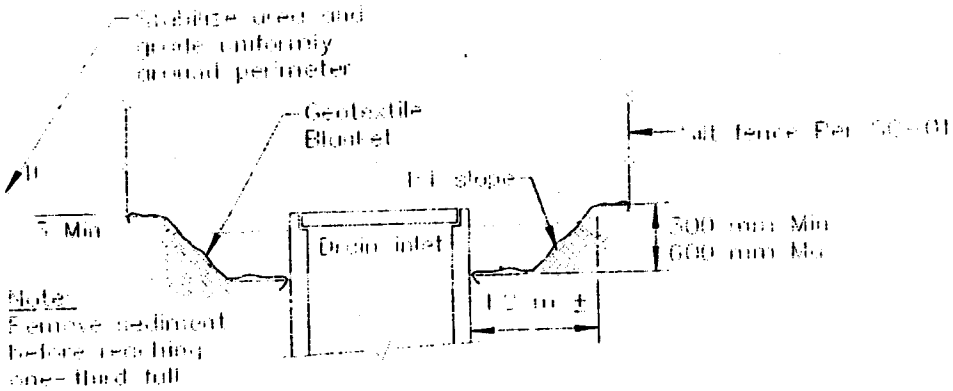
  - Check foam barrier or fiber roll for proper arrangement and displacement. Remove the sediment behind the barrier when it reaches one-third the height of the barrier. Removed sediment shall be incorporated in the project at locations designated by the RE or disposed of outside the highway right-of-way in conformance with the Standard Specifications.



DI PROTECTION TYPE 1
NOT TO SCALE

NOTES:

1. Do not use in areas where grading has been completed and final soil stabilization and seeding are pending.
2. Not applicable to paved areas.
3. Not appropriate with concentrated flows.



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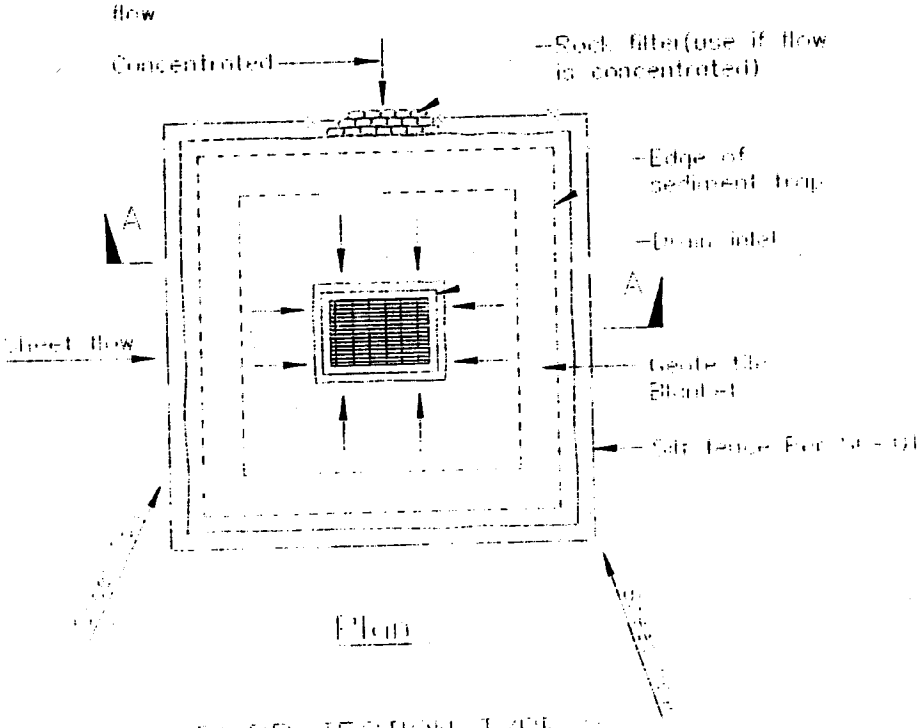
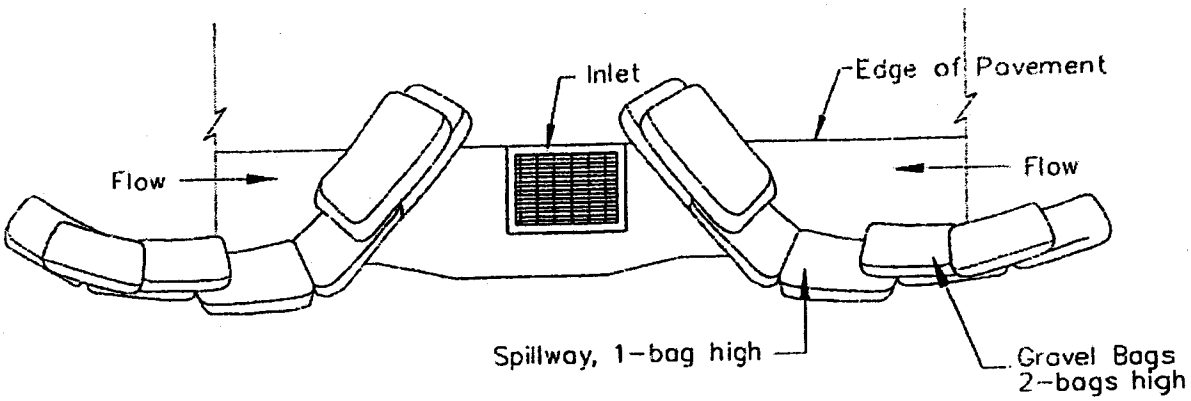


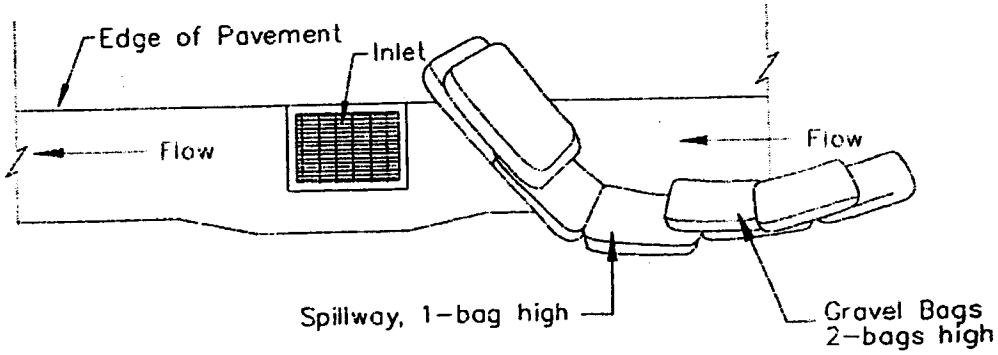
Plan

DI PROTECTION TYPE 2
NOT TO SCALE

Notes:
1. For use in cleared and grubbed and in graded areas.
2. Shape berm so that longest inflow area forms longest length of trap.
3. For concentrated flows, shape berm in 2:1 ratio with length oriented towards direction of flow.



TYPICAL PROTECTION FOR INLET WITH OPPOSING FLOW DIRECTIONS



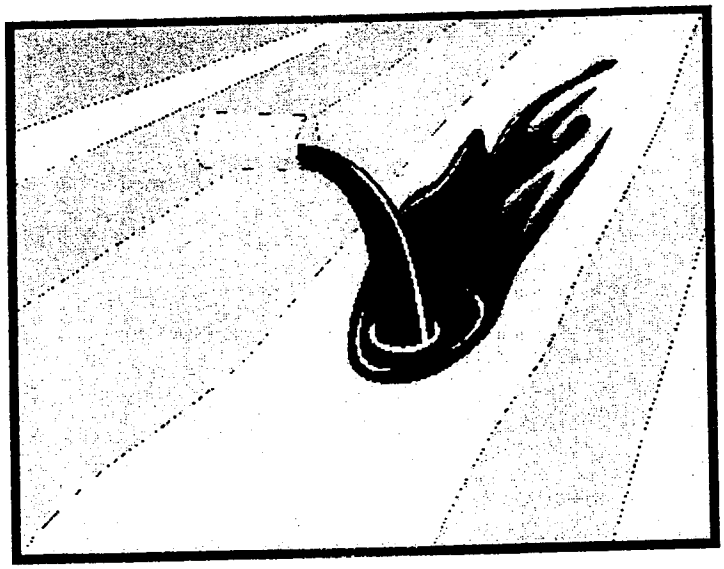
TYPICAL PROTECTION FOR INLET WITH SINGLE FLOW DIRECTION

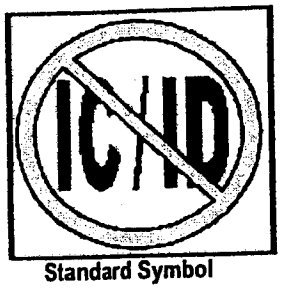
NOTES:

1. Intended for short-term use.
2. Use to inhibit non-storm water flow.
3. Allow for proper maintenance and cleanup.
4. Bags must be removed after adjacent operation is completed
5. Not applicable in areas with high silts and clays without filter fabric.

Illicit Connection/Illegal Discharge Detection and Reporting

NS-6





Standard Symbol

BMP Objectives

- o Soil Stabilization
- o Sediment Control
- o Tracking Control
- o Wind Erosion Control
- • Non-Storm Water Management
- o Materials and Waste Management

Definition and Purpose

Procedures and practices designed for construction contractors to recognize illicit connections or illegally dumped or discharged materials on a construction site and report incidents to the Resident Engineer (RE).

Appropriate Applications

- Illicit connection/illegal discharge detection and reporting is applicable anytime an illicit connection or discharge is discovered or illegally dumped material is found on the construction site.
- This best management practice (BMP) applies to all construction projects.

Limitations

- Unlabeled or non-identifiable material shall be assumed to be hazardous.
- Illicit connections and illegal discharges or dumping, for the purposes of this BMP, refer to discharges and dumping caused by parties other than the contractor.
- Procedures and practices presented in this BMP are general. Contractor shall use extreme caution, immediately notify the RE when illicit connections or illegal dumping or discharges are discovered, and take no further action unless directed by the RE.
- If pre-existing hazardous materials or wastes are known to exist onsite, the contractor's responsibility will be detailed in separate special provisions.

Illicit Connection/Illegal Discharge Detection and Reporting

NS-6

Standards and Specifications

Planning

- Inspect site before beginning the job for evidence of illicit connections or illegal dumping or discharges.
- Inspect site regularly during project execution for evidence of illicit connections or illegal dumping or discharges.
- Observe site perimeter for evidence or potential of illicitly discharged or illegally dumped material, which may enter the job site.

Identification of illicit connections and illegal dumping or discharges.

- Solids - Look for debris, or rubbish piles. Solid waste dumping often occurs on roadways with light traffic loads or in areas not easily visible from the traveled way.
- Liquids – signs of illegal liquid dumping or discharge can include:
  - Visible signs of staining or unusual colors to the pavement or surrounding adjacent soils.
  - Pungent odors coming from the drainage systems.
  - Discoloration or oily substances in the water or stains and residues detained within ditches, channels or drain boxes.
  - Abnormal water flow during the dry weather season.
- Urban Areas - Evidence of illicit connections or illegal discharges is typically detected at storm drain outfall locations or at manholes. Signs of an illicit connection or illegal discharge can include:
  - Abnormal water flow during the dry weather season.
  - Unusual flows in subdrain systems used for dewatering.
  - Pungent odors coming from the drainage systems.
  - Discoloration or oily substances in the water or stains and residues detained within ditches, channels or drain boxes.
  - Excessive sediment deposits, particularly adjacent to or near active off-site construction projects.

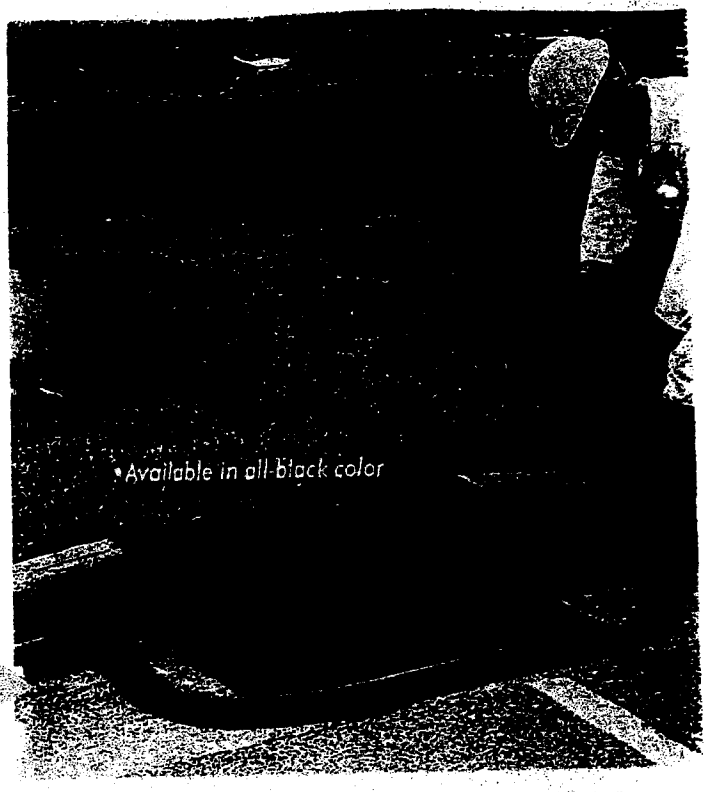
- Rural Areas - Illicit connections or illegal discharges involving irrigation drainage ditches are detected by visual inspections. Signs of an illicit discharge can include:
  - Abnormal water flow during the dry weather season.
  - Non-standard junction structures.
  - Broken concrete or other disturbances at or near junction structures.

Reporting

- Notify the RE of any illicit connections and illegal dumping or discharge incidents at the time of discovery. The RE will notify the District Construction Storm Water Coordinator and the Construction Hazmat Coordinator for reporting.

Cleanup and Removal

The contractor is not responsible for investigation and clean up of illicit or illegal dumping or discharges not generated by the contractor. Caltrans may direct contractor to clean up non-hazardous dumped or discharged material on the construction site.

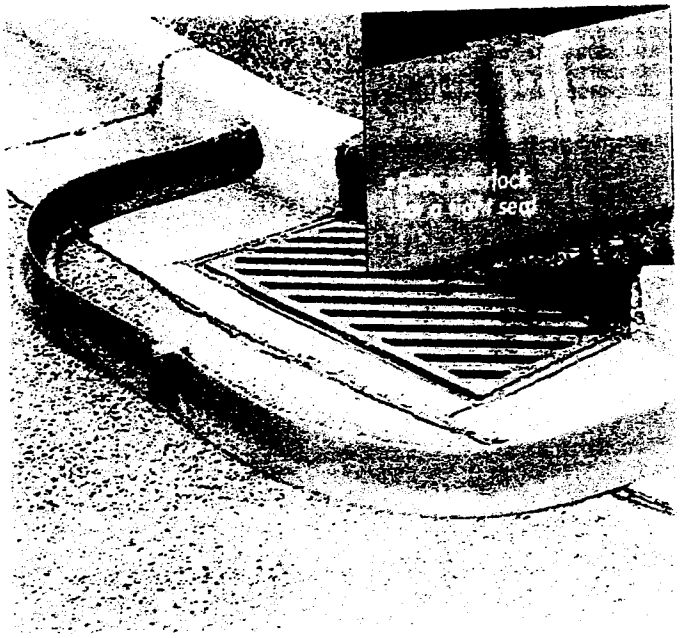

• Available in all-black color

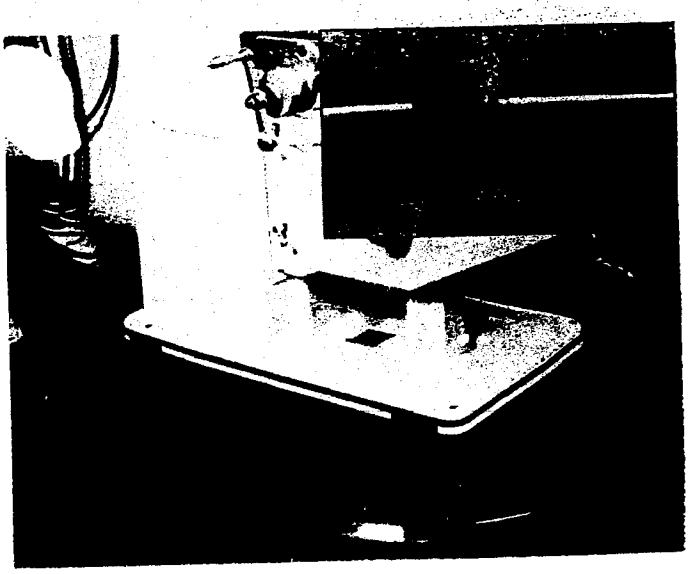
Ultra SpillBerm® Spill Containment

- Bend to form almost any shape while temporarily "bonding" to any smooth surface
- Seal off spills and leaks from the environment or nearby drains and doorways
- Ideal for both planned maintenance and emergency spill response

You decide what shape is required, [illegible] place where needed and use the [illegible] 90° *Corners* to complete the [illegible] thetic, nonabsorbing, nontoxic material clean up easily with soap and water for convenient reuse. Resists oil, water and most aggressive chemicals. 2¾"H x 4"W x [illegible] is a black SpillBerm—color helps hide dirt and grime.

No.	Description	Color
8BB-25896	10'L Ultra SpillBerm	Orange
8BB-97071	10'L Ultra SpillBerm	Black
8BB-25897	Connectors	Black
8BB-25898	Corners	Orange





Ultra SpillBerm® Plus Spill Containment

- Built-in connections for extended length and coverage
- 4½"H for extra protection

Prevents spills and leaks [illegible] nontoxic polyurethane clean [illegible] convenient reuse. Resists [illegible] cals. 4½"H x 4"W x 5'L.

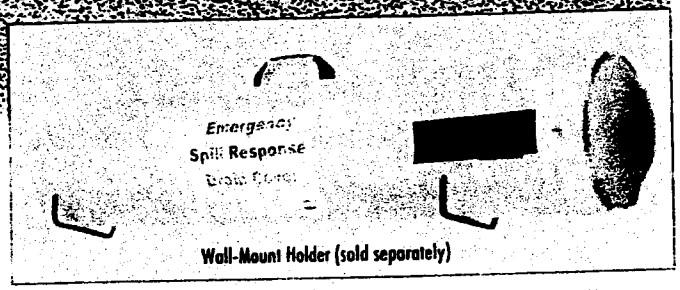
No.	Description
8BB-123013	Ultra SpillBerm [illegible]

Low-Profile Ultra SpillBerm®

- Only 1½"H
- Contains leaks
- Reduces slips and [illegible]

[illegible] spreading. Lets [illegible] liquids. Flexible are- [illegible] End joints are [illegible] spills. And better yet, [illegible] H [illegible]

No.	Description
8BB-[illegible]	[illegible]

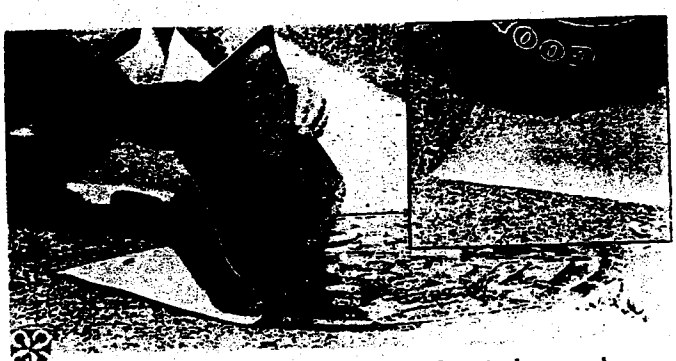


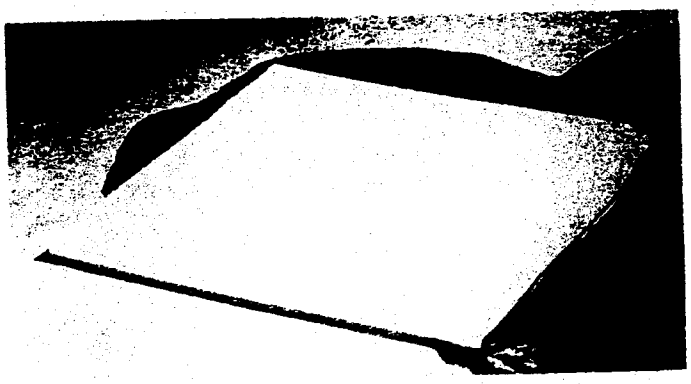
Ultra DrainSeals® Spill Containment

- Both sides seal—no specified "top" or "bottom"
- Reinforced mesh "sandwiched" between the polyurethane provides better durability and tear resistance
- Store above drains with optional Wall-Mount Holders

A great addition to any emergency response plan, spill kit or stormwater management program! Cleans quickly and easily with soap and water. For round drains, choose a size that's at least 3" larger than your drain diameter. Both sides seal—no "top" or "bottom". Store *Ultra DrainSeals* in convenient polypropylene *Wall-Mount* or polyethylene *Truck-Mount* unit—sold separately. Wall-Mount unit features Velcro® straps for fast and easy access—just grab and go! Truck-Mount unit installs quickly and easily to trailer undercarriage. Includes hardware. Tethered hook-and-loop fastener secures end cap.

No.	Description	Each 1-4	Each 5+
8BB-97497	Ultra DrainSeal 12"-dia. Round	$66.50	
8BB-97498	Ultra DrainSeal 20"-dia. Round	116.00	
8BB-126802	Ultra DrainSeal, 30"-dia. Round	186.00	$174.00
8BB-126803	Ultra DrainSeal, 42"-dia. Round	303.00	283.00
8BB-84290	Ultra DrainSeal 18" x 18" Square	77.60	74.00
8BB-84291	Ultra DrainSeal, 24" x 24" Square	114.00	110.00
8BB-84292	Ultra DrainSeal, 36" x 36" Square	246.00	236.00
8BB-126806	Ultra DrainSeal 42" x 42" Square	315.00	293.00
8BB-84293	Ultra DrainSeal 48" x 48" Square	414.00	394.00
8BB-126807	Ultra DrainSeal, 54" x 54" Square	516.00	481.00
8BB-126804	Ultra DrainSeal, 18" x 58" Rectangle	301.00	281.00
8BB-126805	Ultra DrainSeal, 36" x 58" Rectangle	518.00	483.00
8BB-97068	Wall-Mount Holder for 18" and 24" DrainSeals	138.00	
8BB-97069	Wall-Mount Holder for 36" DrainSeals	182.00	
8BB-97070	Wall-Mount Holder for 48" DrainSeals	196.00	
8BB-126724	Truck-Mount Holder for 18" and 24" DrainSeals	251.00	
8BB-126725	Truck-Mount Holder for 36" DrainSeals	296.00	
8BB-126726	Truck-Mount Holder for 48" DrainSeals	312.00	





Ultra DrainSeal Plus Spill Containment

- Made for continuous outdoor spill control
- Great choice for parking lots and loading docks—can drive over
- Bright yellow color shows which drains are protected

The bottom urethane layer of these seals is pliable so it can deform and seal off the drain. The top Track Bed Cover layer provides heavy duty protection from vehicle traffic and UV degradation. Rugged, [illegible] thick seals won't stick to vehicle tires and can be driven over repeatedly.

No.	Description	Dim. (in.) W	L	Each 1-4	Each 5+
8BB-144407	DrainSeal Plus	[illegible]	[illegible]	$156.00	$149.00
8BB-144408	DrainSeal Plus	[illegible]	[illegible]	204.00	194.00
8BB-144409	DrainSeal Plus	[illegible]	[illegible]	430.00	409.00
8BB-144410	DrainSeal Plus	[illegible]	[illegible]	551.00	524.00
8BB-144411	DrainSeal Plus	[illegible]	[illegible]	660.00	627.00
8BB-144412	DrainSeal Plus	[illegible]	[illegible]	785.00	746.00

PVC Drain Covers

- Tacky surface temporarily bonds to most surfaces
- Superior chemical resistance and longer shelf life than polyurethane
- Soap and water cleanup won't harm adhesion

Nontoxic construction is suitable for indoor and outdoor use. Polyvinyl chloride is soft and pliable for better bonding, yet durable and tear resistant—stands up to multiple uses. High-visibility yellow color ensures instant recognition. Choose from four sizes to fit most openings. [illegible]" thick.

No.	Description	Dim. (in.) W	x L	Each 1-2	Each 3+
8BB-42912	Square Cover	18	18	$87.80	$79.00
8BB-42913	Square Cover	24	24	140.00	127.00
8BB-42914	Square Cover	36	36	306.00	277.00
8BB-42915	Square Cover	42	42	413.00	371.00

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PIG® BUILD-A-BERM® Barrier

Create a custom-sized, crush-resistant permanent Berm to confine leaks and spills.

PIG® BUILD-A-BERM® Barrier

Permanently contain leaks and spills around your machinery without building expensive cement curbs or cutting and installing angle iron.

- BUILD-A-BERM® Barriers can be constructed into a semi-permanent, high-visibility barrier that's exactly the size and shape you need
- Made of pliable closed-cell foam, so the Barrier springs back into shape after you walk on it or roll over it with light, wheeled equipment (Driving over it with heavy equipment or forklifts is not recommended)
- Durable all-vinyl covering resists oils, coolants and most chemicals
- Section ends overlap and can also be sealed to create greater lengths of a liquid-tight barrier
- Installation is easy — cut Berm material to desired length with scissors or a utility knife; add corners (PLR277, sold separately) to completely enclose an area
- Berm must be secured to floor with sealant (sold separately)
- Includes two 5' straight sections; 6" high barriers are ideal for surrounding high-capacity storage tanks
- NOTE: Not for use with heavy equipment/forklifts

Tech Info
Product Data Sheet
Chemical Compatibility
Comply With Regulations

PIG® BUILD-A-BERM® Barrier

Item#	Description	Pricing for this product: 1	2-3	4+		Add to Cart
PLR276	2 each/box • 5' L x 9" W x 6" H • 9	$237.00	$227.00	$225.00		

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Drain Covers and Shields for Stormwater

Square DRAINBLOCKER® Drain Cover

Here's your drain's best defense against spills!

18" x 18" x .5"
24" x 24" x .5"
30" x 30" x .5"
36" x 36" x .5"
42" x 42" x .5"
48" x 48" x .5"
54" x 54" x .25"

Rectangular DRAINBLOCKER® Drain Cover

Protect your trench drains with a rectangular DRAINBLOCKER® Drain Cover!

60" x 18"
60" x 36"

Round DRAINBLOCKER® Drain Cover

Now you can protect round drains.

ext. dia. 12"
ext. dia. 20"
ext. dia. 30"
ext. dia. 42"

Round DRAINBLOCKER® Drain Cover Bag

Portable Bag makes it easy to store and transport a 12" DRAINBLOCKER® Round Drain Cover.

for 12" round DRAINBLOCKER®

Drain Cover Carry Bag

Carry your DRAINBLOCKER® Drain Cover with you right to the spill.

choose size

Worker Training Policy

United Pacific Services, Inc. will coordinate, schedule and conduct stormwater pollution prevention and best management practices a minimum of once per year.

The purpose of this annual training is to review important policies, procedures, and techniques in order to maintain an effective stormwater pollution prevention plan.

Furthermore, as part of the training, the daily field inspections will be reviewed to make any required and necessary improvements to the training program.

Additionally, field crew supervisors will conduct tail-gate meetings on the work site to remind all workers of the importance of stormwater pollution prevention strategies.

Training Class Attendance Record

Type of Training Stormwater Pollution Prevention Training	
Training Provider Safety Training Specialists, Inc.	**Date** March 24, 2008

Topics covered:

1. Goals of Storm Water Pollution Control Plan.
2. Spill response.
3. Good housekeeping practices.
4. Material management practices.
5. Employee responsibilities.
6. Inspection practices.
7. Review of the committee's recommendations to implement Best Management Practices.
8. Inspection practices and training.
9. Types of equipment to be inspected.
10. Evidence of potential storm water pollutants.
11. Housekeeping policies to be followed by all departments.
12. Evaluating potential sources of storm water pollutants.
13. Containment areas and material storage areas.
14. Storm water conveyances.
15. Storm water monitoring equipment.
16. Storm water sampling techniques.
17. Storm water control facilities.
18. Tracking procedures and possible corrective actions.
19. Recordkeeping procedures.
20. Follow up procedures.
21. Record retention.

Employees Present:

Gus Franklin	Tony Gomez
Jack Mooring	Leo Ramirez
Eric Franklin	Johnny Atkins

I certify that this training was complete and the information contained above is accurate.

Signature Frank G Ledezma	Date 3/24/08

United Pacific Services, Inc.

Stormwater Pollution Prevention and Best Management Practices

Student Handbook

Safety Training Specialists, Inc.
(800) 794-7233 ✦ FAX (626) 914-5901 ✦ www.stsosha.com ✦ Bilingual Nationwide Service ✦ Est. 1981

Table of Contents

Page

Introduction.....1

Part I Storm Water Discharge Regulation.....3

Part II Storm Water Pollution Prevention Plans.....5

Part III Storm Water Management Practices.....8

Part IV How to Handle Spills.....15

General Review Questions.....18

Facility-Specific Review Questions.....23

- ◊ ***Did you know one gallon of oil released into the environment can contaminate up to one million gallons of water?*** That's a year's supply of drinking water for up to fifty people.

- ◊ ***Did you know that pollutants discharged into streams can kill fish, curb recreational uses of waterways, and even shut down drinking water supplies?***

- ◊ ***Did you know that there are legal requirements to handle storm water pollutants correctly and penalties for violating environmental laws include fines, and in extreme cases, prison sentences?***

- ◊ ***Did you know that you have a responsibility to properly handle oils, chemicals, fuels and wastes to prevent pollution and protects our surface waters?***

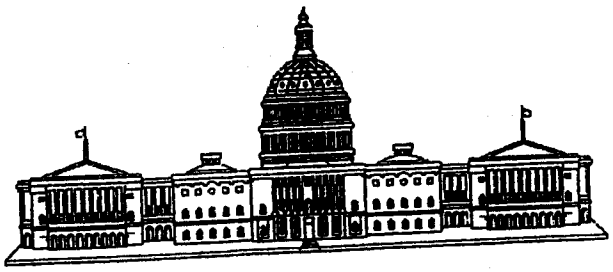
Storm Water Pollution Prevention: Doing Your Part is a four part training program designed to help you understand and apply the requirements for preventing storm water run-off contamination. Part I focuses on Environmental Protection Agency (or EPA) storm water pollution prevention regulations. Part II covers the requirements for storm water pollution prevention plans and programs. Part III of this program includes information on management practices that you are required to follow to reduce or eliminate pollutants in your facility's storm water run-off. Finally, Part IV discusses proper ways to handle spills that could contaminate the environment.

This program includes a videotape which serves as the primary source of information. Your instructor will show the video portion of this

training program. After you view the videotape, your instructor will then review the corresponding handbook questions and answers with you. Some of the questions are designed to review information about your facility and specific plans and procedures that have been developed to prevent storm water contamination. Although the video and handbook are intended to provide information on proper ways to handle chemicals and other possible contaminants, you should refer to your employer's plans and procedures for guidance on conducting specific tasks at your facility.

After completing this training program and using this handbook as a reference, you should be able to identify how and why storm water run-off is regulated; the type of information that is included in storm water pollution prevention plans; and the basic housekeeping, material handling, inspection and spill response procedures that prevent storm water contamination. You should also be able to list the possible sources of storm water pollution at your facility and your facility's management practices that prevent contamination. Most importantly, you should be able to list your responsibilities in carrying out your facility's pollution prevention program.

Your input during the review portion of your training session will help everyone understand EPA's and your facility's compliance requirements. If you have questions, ask your instructor for clarification. Make sure you understand the requirements that apply to your facility so you can do your part in preventing pollution and protecting the environment.



In 1972, Congress passed the Federal Water Pollution Control Act, which prohibited the discharge of any pollutant to waters of the United States from any point source unless the discharge is allowed under a National Pollutant Discharge Elimination System or NPDES permit.

For many years, EPA's efforts have concentrated on controlling pollutants in discharges of industrial process wastewater and municipal sewage. However, we now recognize that other sources of water pollution, such as storm water run-off, also cause water quality problems. Rainfall picks up pollutants from falling on and draining off of streets and parking lots, construction and industrial sites, and mining, logging, and agricultural areas. These pollutants may be carried into storm water drainage systems. Once the run-off reaches these systems, it may also wash out pollutants that have accumulated in catch basins, storm sewers and ditches. The pollutants are eventually discharged into surface waters.

EPA studies have shown that run-off from urban and industrial areas may contain significant quantities of pollutants such as lead, chromium, cadmium, copper, zinc, pesticides, herbicides, fuels, used oil, solvents,

lubricants, and grease. These pollutants can harm both human health and aquatic life.

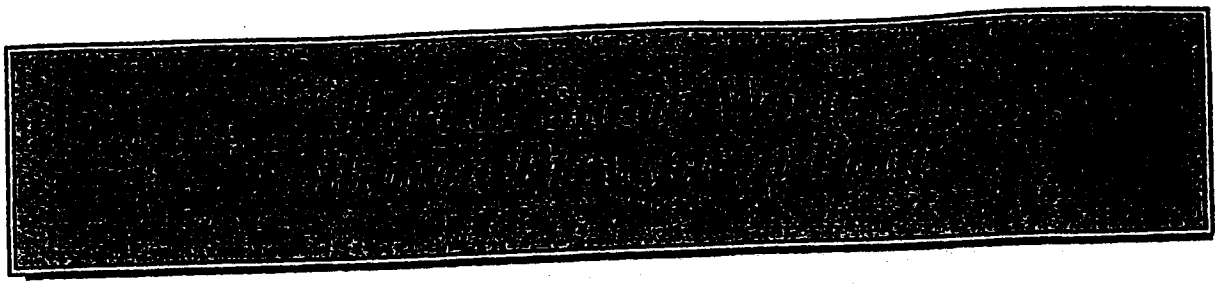
Soil is also a major polluter of surface waters. Sediments that erode off of construction sites can clog up waterways and harm aquatic life. Sometimes, pollutants are illegally dumped directly into storm sewers.

To control pollutants in storm water discharges, EPA and many state environmental agencies now require storm water discharge permits at the following types of facilities:

- ◊ Industrial facilities
- ◊ Mines
- ◊ Quarries
- ◊ Scrap and salvage yards
- ◊ Power plants
- ◊ Landfills
- ◊ Hazardous waste facilities
- ◊ Wastewater treatment plants
- ◊ Certain construction sites
- ◊ Transportation and warehousing facilities

A storm water discharge permit requires your facility to implement certain management practices related to housekeeping, maintenance, and material handling that will prevent run-off contamination. Your facility must also develop and carry out a storm water pollution prevention plan.

Storm water permits allow your facility to discharge only storm water, <u>not</u> industrial pollutants, oil, hazardous substances, excessive sediments, and other contaminants that could be present in the run-off. Failure to comply with your storm water discharge permit could result in large fines and even prison sentences for willful violations that cause serious environmental damage. Make sure that you understand the pollution prevention requirements within your facility's permit.



CLEAN
STREAMS, INC.

Storm Water
Pollution
Prevention
Plan

TABLE OF CONTENTS

Pollution Prevention Team	1
Site Map	2
Potential Pollution Source	3
Non-Storm Water Discharge Certification	7
Measures & Controls	7
Site Compliance Evaluation	9

Storm water pollution prevention plans or "SWPPPs" are a required part of your facility's pollution prevention program. These plans identify potential sources of pollution at a facility and describe the methods the facility uses to minimize and control pollutants in storm water to comply with its permit requirements. These methods are often called Best Management Practices or "BMPs."

This section of the handbook describes EPA's storm water pollution prevention plan requirements in its multi-sector general permit. If your facility's storm water discharge permit was issued by a state, tribe, or other authority, your specific requirements may be different.

There are many areas at commercial and industrial facilities where storm water run-off could become contaminated. The most common include:

- ◊ Loading and unloading areas;
- ◊ Outdoor raw material and waste storage and handling areas;

- ◊ Empty container collection areas;
- ◊ Raw material, coal, ash and waste piles;
- ◊ Waste collection and disposal areas such as scrap metal hoppers, scrap yards, dumpsters, hazardous waste accumulation areas, and landfills;
- ◊ Construction and other areas that have soil erosion problems;
- ◊ Outdoor processing areas (for example, vehicle cleaning, maintenance and fueling, wood processing, mining, rock crushing, concrete mixing, abrasive blasting, painting, and aircraft deicing areas);
- ◊ Areas where major spills or leaks occurred; and
- ◊ Dust-generating activities.

All areas at your facility where raw materials, fuels, finished products, fertilizers, pesticides, wastes, and hazardous substances are exposed to storm water should be listed in your facility's storm water pollution prevention plan.

Facilities must also certify in their plans that storm water discharges from the site have been tested or evaluated for the presence of non-storm water discharges. Floor and process wastewater drains that are connected to storm sewers, and are not allowed by your facility's permit, should be re-routed, closed off, or removed.

The SWPPP should discuss all potential storm water pollution sources at your facility. Storm water pollution prevention plans should also

- ◊ Include a map or diagram showing pollution sources, storm water drainage systems, and outfalls,
- ◊ Identify the individual or pollution prevention team responsible for the program at the facility,
- ◊ Describe all measures and controls in place that prevent run-off contamination, and
- ◊ Describe the comprehensive site compliance evaluations.

These evaluations should be conducted once each year to make sure that your facility is complying with the terms of its storm water discharge permit and that its pollution prevention plan is effective. Refer to your facility's storm water pollution prevention plan for information on the potential pollution sources, storm water drainage systems, and controls in place at your facility.

Part III Storm Water Management Practices

EPA requires facilities to use accepted storm water management practices (BMPs) as part of a facility's storm water pollution prevention program. Best management practices include

> *"processes, procedures, activities, prohibitions, and other management practices that prevent or reduce the discharge of pollutants in storm water run-off."*

BMPs reduce the chance of storm water being contaminated and usually involve good housekeeping procedures, preventative maintenance programs, spill prevention procedures, periodic inspections, training programs, and proper materials management.

Often the most reliable method used to reduce pollutants in storm water runoff is to eliminate potential exposures. Facilities may move industrial activities indoors or under a roof, divert runoff away from areas where chemicals are used or stored, or change operations to eliminate exposure to storm water.

Secondary containment systems and run-off drainage controls are required in chemical storage and handling areas at facilities that manufacture, process, or use significant amounts of certain water priority chemicals. Valves used to drain storm water from inside diked areas should be manually opened and closed to make sure that pollutants are not released into the environment.

Erosion and Sediment Controls

Erosion and sediment controls must be used at construction sites and wherever land is disturbed to prevent erosion and sedimentation of surface waters. These controls may include

- ◊ Fabric silt fences,
- ◊ Hay bales,
- ◊ Sediment retention ponds,
- ◊ Check dams or earthen dikes, and
- ◊ Vegetation buffers.

Disturbed land should be seeded or sodded as quickly as possible after work has been completed in that area to reduce erosion. Erosion controls, such as fabric sit fences, should be inspected regularly and maintained in good condition to make sure that they are removing silt and sediments present in run-off.

Good Housekeeping

Good housekeeping is an important part of all pollution prevention efforts. By keeping material and waste handling areas clean and orderly, you help keep contaminants out of storm sewers. The table on the following page identifies examples of typical housekeeping rules that help prevent pollution.

Clean Streams, Inc. *Housekeeping Rules*
• Clean up spills promptly.
• Keep ground surfaces clean by sweeping, shoveling or vacuuming. Don't flush contaminants into storm water drains.
• Have wastes picked up regularly.
• Keep all areas exposed to storm water clean and orderly.
• Inspect loading docks, outdoor storage, and waste collection areas daily for signs of contamination.

Preventative Maintenance

Preventative maintenance involves regular inspection and maintenance of storm water management devices and other equipment that is designed to prevent spills, leaks, erosion, and flooding. Preventative maintenance could include cleaning storm water catch basins, sediment traps, and oil/water separators regularly to remove debris and make sure that the systems are working properly. It may also involve inspecting, testing, cleaning, repairing, and replacing chemical handling equipment such as pumps, hoses, seals, etc., on a regular schedule. Regular maintenance helps a facility quickly correct problems, such as corrosion, cracks, worn parts or slow leaks, that could cause the equipment to fail and release contaminants. If you are conducting

preventative maintenance, follow up quickly to fix any problems that you find.

Spill Prevention Procedures

Proper material storage and handling to prevent spills and accidents should also be part of your pollution prevention efforts. Drums and containers of chemicals and wastes should be stored away from direct traffic routes to prevent accidents and spills. Procedures should be developed and followed when loading, unloading or transferring raw materials, chemicals, fuels, and wastes to reduce the chances of spills. Below is an example of a procedure for unloading chemical packages from a delivery trailer.

Sample Chemical Receiving Procedure	
1.	Close storm water drain valve at loading dock.
2.	Make sure vehicle is turned off, the handbrake is set, and the wheels are chocked to prevent movement.
3.	Place dockboard securely onto back of trailer. Make sure dockboard slope is acceptable and that the load will not exceed the dockboard capacity.
4.	Turn on trailer spotlight to ensure adequate visibility in back of trailer.
5.	Before entering, inspect load from outside of trailer for signs of leaks or spills.
6.	Make sure all closures on packages are secure and containers are not leaking or damaged before moving them.
7.	Use material handling equipment designed for the unloading task. Make sure you are trained and authorized to use the equipment.
8.	Keep all packages upright while unloading.
9.	No smoking on, in, or within 25 feet of the vehicle.
10.	Immediately call Ext. __ if you discover any spills or leaks and secure the area until help arrives.
11.	Open storm water drain valve after vehicle has been unloaded and has left the dock area.

Make sure that you are familiar with the material handling and spill prevention procedures used at your facility. Your facility's storm water pollution prevention plan should include or refer to procedures to follow if you discover a spill or leak.

Pollution Prevention Inspections

Inspections are another important part of your storm water pollution prevention program. Your facility's pollution prevention plan should list what has to be inspected and how often the inspections must be conducted. Inspections will usually include all areas of the facility where contaminants could be exposed to storm water. Inspections should also include plant equipment and systems designed to prevent contamination of surface waters and all storm water conveyances and discharge points. Keep records in accordance with your facility's SWPPP on all inspections that you conduct.

The following types of problems may be discovered during storm water pollution prevention inspections:

- ◊ Oily or contaminated equipment, debris, or pallets exposed to rain,
- ◊ Corroded or open drums,
- ◊ Corroded or damaged tanks, tank supports, or drain valves,
- ◊ Torn bags of chemicals or bags exposed to rain,
- ◊ Corroded or leaky pipes,
- ◊ Leaking or improperly closed valves or fittings,
- ◊ Leaking pumps or hose connections,
- ◊ Broken or cracked dikes, walls, or other secondary containment systems,
- ◊ Windblown dry chemicals, and

◊ Improperly maintained or overloaded dry chemical conveying systems.

These kinds of problems must be corrected before they lead to spills or contamination. Tracking or follow-up procedures should be used to ensure that appropriate actions are taken when problems are found.

Storm Water Monitoring

Most permits require periodic inspections or monitoring at storm water discharge points or outfalls to make sure that pollutants are not being released. When inspecting storm water discharges, look for possible signs of contamination. These signs may include:

◊ Colorful or cloudy discharges,
◊ Odors,
◊ Floating, suspended, or settled solids,
◊ Foaming,
◊ Oil sheens, and
◊ Other obvious signs of contamination.

Immediately report any of these signs of possible contamination to your facility's environmental staff. The possible cause of the problem should be investigated and corrected as soon as possible. Also keep records of your inspections in accordance with your facility's permit.

Discharge permits for some types of facilities require storm water samples to be collected during a storm that produces at least 0.1 inch of precipitation and occurs at least 72 hours after the previous measurable storm event. Grab samples should be collected within the first 30 minutes of when run-off begins discharging. These samples must be

collected in accordance with EPA quality assurance requirements and carefully inspected or analyzed to determine if contaminants are present. All sampling records and analytical results should be kept for as long as is specified in your permit and may have to be submitted to the agency issuing the permit.

Make sure that you understand the management practices in your facility's storm water pollution prevention plan and know your role in implementing those practices.

Do Your Part
to
Prevent Pollution

This portion of the handbook includes general procedures for responding to small spills that do not pose a threat to health or safety. Refer to your facility's spill response and emergency procedures for specific guidance on how to handle spills and hazardous substance emergencies at your facility.

During a spill or other emergency, your safety is the first concern. Always recognize your capabilities and your limitations. If you don't have necessary training or equipment to handle the situation, evacuate the area and notify emergency personnel in accordance with your facility's emergency procedures.

If you witness a spill, ask yourself the following questions:

Spill Response Questions	*Yes*	*No*
1. Do I know what the material or waste is?		
2. Am I aware of the hazards of the material?		
3. Have I had hazard communication training on how to safely handle the material during spills or leaks?		
4. Do I have the correct personal protective and spill control equipment available?		
5. Can I handle the situation safely by myself?		

If you can answer "yes" to all of these questions, you should take actions to stop the spill and clean up the waste. If you answer "no" to

any of the questions, contact your supervisor or call your local emergency number.

Small Spill Response

When responding to a small spill, notify your supervisor, eliminate all ignition sources, restrict access to the spill area, and wear proper protective equipment. Control and contain the spill and keep it from spreading. Keep the spill from flowing into floor drains or storm sewers by using absorbents or other spill control materials.

Know where the potential spill areas are at your facility and the layout of drainage systems in those areas so you will know where a spill will end up if it enters a storm sewer. If a spill cannot be contained in time to keep it out of a storm sewer or a floor drain, you may be able to contain the spill at a lift station or at an outfall.

If a spill gets into the environment, federal, state and local agencies may have be notified, depending on the substance and amount that was spilled. EPA regulations require immediate notification to the National Response Center in Washington, DC, on spills that equal or exceed their reportable quantities. Many states and local agencies require the immediate reporting of oil and hazardous substance spills into land or waters of the state. Make sure you notify appropriate personnel at your facility about all spills so they can determine if immediate telephone reports are required.

Clean up the spilled material and place used absorbents and wastes in appropriate waste collection containers. The waste collection containers must be closed and properly labeled. These wastes must then be evaluated to determine if they are hazardous.

Spill Response "Dos" and "Don'ts"

- ◊ Do not place chemical, fuel or oil-contaminated wastes in normal trash containers.
- ◊ Make sure all wastes generated during a spill response are evaluated to determine if they are hazardous or if their disposal is regulated.
- ◊ Accumulate hazardous wastes in properly marked, closed containers. Inspect hazardous wastes weekly and ship them only to authorized hazardous waste treatment, storage, or disposal facilities.
- ◊ Never flush oils, fuels, chemicals or wastes into storm sewers that lead to surface waters. Contain spills and protect the environment.
- ◊ Properly dispose of or decontaminate all tools and spill control equipment and get replacements for any supplies used during the response.
- ◊ Do not do anything that risks your health and safety or the health and safety of your coworkers or the public.
- ◊ Notify appropriate personnel in accordance with your facility's emergency procedures if the spill is large or creates a hazardous situation. Secure the scene until help arrives.

Your facility's spill response plan should identify specially trained HAZMAT teams or spill response contractors who can contain, control and clean up large spills and respond to emergency situations.

REMEMBER

SAFETY FIRST!

General Review Questions

This review should be conducted after you have had an opportunity to view the videotape. Circle the letter next to the correct answer.

1. What type of permit is required for most discharges of pollutants from industrial facilities into waters of the United States?

   a. an operating permit

   b. a sedimentation and erosion control permit

   c. a learner's permit

   d. a National Pollutant Discharge Elimination System (NPDES) permit

2. Run-off from certain industrial areas could contain pollutants which must be controlled under the terms of an NPDES permit for storm water discharges.

   a. True

   b. False

3. Storm water discharge permits generally require a facility to

   a. develop and implement a storm water pollution prevention plan.

   b. visually examine and sometimes sample and analyze storm water discharges.

   c. implement best management practices to minimize or eliminate storm water pollution.

   d. All of the above.

4. Potential sources of storm water pollution at a facility

   a. must all be moved indoors or under roof by 2005.

   b. must be completely eliminated.

   c. should be described in the facility's storm water pollution prevention plan.

   d. include every parking area at an industrial plant.

5. Floor drains and process wastewater drains that could release pollutants into surface waters and are not allowed by your facility's permit should be

   a. located and re-routed, closed off or removed.

   b. rerouted to septic tank systems.

   c. listed in your facility's contingency plan.

   d. used only for emergencies when you have no other way to dispose of the wastewater.

6. If you observe flow at a storm water outfall when it hasn't rained for several days, it means that

   a. pollutants are being discharged to the storm sewer system somewhere at your facility.

   b. groundwater is flowing into your storm sewer system.

   c. someone is watering lawns.

   d. your facility should investigate the source of the flow and determine if it is authorized under your permit.

7. Best management practices used to reduce the chance of storm water pollution could include

   a. good housekeeping procedures.

   b. eliminating exposures by moving activities indoors or under roof.

   c. following spill prevention procedures when handling materials and wastes.

   d. All of the above.

8. Good housekeeping would **NOT** include

   a. cleaning up spills promptly.

   b. washing down paved areas around waste collection containers.

   c. having wastes picked up regularly for disposal.

   d. keeping all areas exposed to storm water clean and orderly.

9. When unloading chemical containers from a vehicle, an appropriate precaution to prevent spills is to

   a. place the vehicle in neutral.

   b. always use a lift truck to unload chemical packages.

   c. make sure material handling equipment that is used is designed for the task.

   d. catch spills by putting an absorbent sock at the back of the trailer door before it is opened.

10. If you find a problem during a storm water pollution prevention inspection,

   a. make sure that it is reported to appropriate personnel in accordance with your SWPPP so it can be corrected promptly.

   b. immediately notify EPA.

   c. do not document the problem. It's best to keep it quiet.

   d. your facility must collect a storm water sample within the next 30 days.

11. Storm water pollution prevention plans should

   a. identify storm water drainage systems at a facility.

   b. list potential sources of storm water contamination.

   c. include inspection procedures.

   d. All of the above.

12. Valves that are used to drain rain water from inside dikes around chemical storage areas or tanks should

   a. be kept open at all times so you do not flood the storage area during a storm.

   b. never be opened.

   c. be opened only after EPA inspects the rain water first and tells you that it is OK to discharge it.

   d. be opened manually only to discharge uncontaminated storm water and then closed.

13. Possible signs of run-off contamination to look for when inspecting storm water discharges include

    a. dissolved chemicals.

    b. colorful or cloudy discharges.

    c. a high volume of flow at the discharge point.

    d. All of the above.

14. To help your facility in its pollution prevention efforts, you should

    a. know where spill control supplies are kept at the facility.

    b. follow your facility's spill prevention procedures when storing and handling raw materials and wastes.

    c. immediately report all spills to the National Response Center.

    d. Both a and b.

15. Under EPA regulations, a discharge of a hazardous substance must be reported immediately to the National Response Center if it

    a. touches the pavement.

    b. causes a fish kill.

    c. totals more than 100 gallons.

    d. equals or exceeds its reportable quantity.

16. What main principle should guide you during a spill response?

    a. Safety First - Recognize your capabilities and limitations.

    b. What you don't know can't hurt you.

    c. Call the National Response Center to stop all spills.

    d. Evacuate the building for all spills and leaks and get help from a HAZMAT Team.

17. One of the first questions to ask yourself before you attempt to clean up a small chemical spill is:

    a. Is it close to break time?

    b. Am I aware of the hazards of the material?

    c. Have I had 40 hours of emergency response training?

    d. Do I have a self-contained breathing apparatus available?

18. When responding to a small spill, you should remember to
    a. contain the spill and keep it from spreading.
    b. wear appropriate personal protective equipment.
    c. place used absorbents and wastes in appropriate waste collection containers.
    d. All of the above.

19. Wastes collected during a spill response should be
    a. placed in the dumpster if it they weigh less than 10 pounds.
    b. automatically marked with the words "Hazardous Waste."
    c. evaluated to determine if they are hazardous wastes.
    d. None of the above.

20. It's important to know the layout of the storm water drainage system at your facility
    a. so you know where the wastewater will end up when you flush a spill into the storm drain.
    b. so you are prepared to perform a rescue if someone enters the system.
    c. so you are qualified to repair a leak in the sewer.
    d. so you know where a spill could be contained and controlled if it enters the system.

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Gus Franklin

employee of United Pacific Services.

Stormwater Pollution Control Best Management Practices

March 24, 2008
Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Frank J Pedraza
Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233 **www.stsosha.com**

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Leo Ramirez

employee of United Pacific Services.

Stormwater Pollution Control Best Management Practices

March 24, 2008
Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233 **www.stsosha.com**

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Johnny Atkins

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008
Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233 **www.stsosha.com**

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Jack Mooring

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008
Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233 **www.stsosha.com**

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Tony Gomez

employee of United Pacific Services.

Stormwater Pollution Control Best Management Practices

March 24, 2008
Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233 **www.stsosha.com**

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Eric Franklin

employee of United Pacific Services.

Stormwater Pollution Control Best Management Practices

March 24, 2008
Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233 **www.stsosha.com**

Certificate of Completion

This is to certify that

Tony Gomez Jr.

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Johnny Atkins

has satisfactorily completed a course in

Confined Space Entry Awareness

consisting of 7 hours of instruction

on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Jose Torres

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Miguel Quintero

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Eusebio Maldonado

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Jorge Gaona

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Abel Cohetzaltitla

has satisfactorily completed a course in

Confined Space Entry Awareness

consisting of 7 hours of instruction

on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Atanacio Hernandez

has satisfactorily completed a course in

Confined Space Entry Awareness

consisting of 7 hours of instruction

on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Gustavo Pena

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Luis Gaona

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Eloy Zuniga Zepeda

has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

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
http://dpw.lacounty.gov

DEAN D. EFSTATHIOU, Acting Director

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

IN REPLY PLEASE
REFER TO FILE FI-2

April 30, 2008

Mr. Eric Franklin
United Pacific Services, Inc.
120 East La Habra Boulevard, Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

LIVING WAGE COMPLIANCE REVIEW

The Department of Public Works has completed United Pacific Services' Annual Onsite Administrative Compliance Review of the Living Wage Program. The onsite review was conducted on December 27, 2007.

The objective of the review was to ensure that the contractor's employees working on Public Works contracts were paid the living wage and to validate the accuracy of the payroll reports submitted. The review includes examining, on a test basis, payroll and other related documents provided by the Contractor. For the period reviewed, we did not find any material discrepancies concerning living wage.

Thank you for your cooperation.

Very truly yours,

DEAN D. EFSTATHIOU
Acting Director of Public Works

ANGELICA COBIAN
Head, Internal Audit Group

AC:dbm
P:\apub\INTAUDIT\LIVING WAGE\2007\United Pacific\United Pacific_Closeout Memo.doc

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

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

IN REPLY PLEASE
REFER TO FILE FI-2

October 25, 2006

Mr. Eric Franklin
United Pacific Services, Inc.
120 East La Habra Boulevard, Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

LIVING WAGE COMPLIANCE REVIEW

The Department of Public Works has completed United Pacific Services' first Annual Onsite Administrative Compliance Review of the Living Wage Program. The onsite review was conducted on October 4, 2006.

The objective of the review was to ensure that the contractor's employees working on Public Works contracts were paid the living wage and to validate the accuracy of the payroll reports submitted. The review includes examining, on a test basis, payroll and other related documents provided by the Contractor. For the period reviewed, we did not find any material discrepancies concerning living wage.

Thank you for your cooperation.

Very truly yours,

DONALD L. WOLFE
Director of Public Works

RAYMOND LOW
Head, Internal Audit Group

RL:dbm
P:\iapub\INTAUDIT\LIVING WAGE\FY 2006-07\United Pacific\United Pacific_Closeout Memo.doc

COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: http://oaac.co.la.ca.us

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

July 24, 2007

GUS K FRANKLIN
UNITED PACIFIC SERVICES
5529 LEEDS STREET
SOUTH GATE, CA 90280

Vendor #: 52887901

Dear GUS K FRANKLIN:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until March 31, 2009 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at http://oaac.co.la.ca.us/SBEMain.htm or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

Ozie L. Smith

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

Report Date:_____

DAILY PAYROLL REPORT

Authorized Signature:_____

Weekending Date:

Circle one: Mon Tues Wed Thur Fri Sat Sun

Print Name:

	Employee	Start Work Time	Start Break Time	End Break Time	Start Lunch Time	End Lunch Time	Start Break Time	End Break Time	End Work Time	Total Regular hours	Total Overtime hours	Total Hours Worked	Employee Signature
1	Atkins, Johnny												
2	Castro, Alejandro												
3	Chavez, Filemon												
4	Cohetzalitla, Abel												
5	Cohetzalitla, Esteban												
6	Cohetzalitla, Francisco												
7	Cohetzalitla, Mauricio												
8.	Gaona, Jorge												
9.	Gaona, Luis												
10.	Gaona, Victor												
11.	Gomez, Angel												
12.	Gomez, Tony Sr.												
13	Gomez, Tony Jr.												
14.	Gomez, Ignacio												
15.	Gonzales, Jose Luis												
16.	Guevara, Emidio												
17.	Guevara, Wilfredo												
18	Gutierrez, Anthony												
19.	Gutierrez, Enrique												
20.	Hernandez, Atanacio												
21.	Hernandez, Gonzalo												
22.	Hernandez, Roberto												

United Pacific Services, Inc. 120 E. La Habra Blvd., Suite 107 La Habra, CA 90631 Phone: (562) 691-4600

Report Date:_____

DAILY PAYROLL REPORT

Authorized Signature:_____

Weekending Date:

Circle one: Mon Tues Wed Thur Fri Sat Sun

Print Name:

	Employee	Start Work Time	Start Break Time	End Break Time	Start Lunch Time	End Lunch Time	Start Break Time	End Break Time	End Work Time	Total Regular hours	Total Overtime hours	Total Hours Worked	Employee Signature
23.	Jarquin, Celerino												
24.	Kudinoff, Tim												
25.	Lopez, Angel												
26.	Luna, Bertha												
27.	Macuil, Jesus												
28.	Maldonado, Eusebio												
29.	Mendez, Eduardo												
30.	Mooring, Jack												
31.	Mooring, Renee												
32.	Padilla, Luis												
33.	Pena, Gustavo												
34.	Pena, Raul												
35.	Perez, Jamie												
36.	Ponce, Walter												
37.	Quintero, Miguel												
38.	Ramirez, Leo												
39.	Shaw, Herbert												
40.	Sosa, Lorenzo												
41.	Torres, Jorge												
42.	Torres, Jose												
43.	Zuniga, Eloy												
44.													

United Pacific Services, Inc. 120 E. La Habra Blvd., Suite 107 La Habra, CA 90631 Phone: (562) 691-4600

Crew Schedule

Date: 6-12-08 Day: THUR

Gonzalo H.	Tony Jr.	Jose T.	Richard	Ignacio	Tony Sr.	Eusebio	SHOP
1. Gonzalo H.	1. Tony Jr.	1. Jose T.	1. Richard G.	1. Ignacio G.	1. Tony Sr.	1. Eusebio M.	1. Tim K.
L.A. COUNTY SOUTH	SANTA CLARITA	SANTA CLARITA	VACATION	BAKERSFIELD	SIMI VALLEY	L.A COUNTY SOUTH	SHOP
2. Jesus M.	2. Victor G.	2. Filemon C.	2. Alejandro C.	2. Jorge T.	2. Luis P.	2. Bertha L.	2. Leo R.
L.A. COUNTY SOUTH	SANTA CLARITA	SANTA CLARITA	ORANGE CTY.	BAKERSFIELD	SIMI VALLEY	L.A. COUNTY SOUTH	SOUTH L.A. COUNTY
3. Atanacio H.	3. Raul P.	3. Herb S.	3. Mauricio C.	3. Eloy Z.	3. Celerino J.	3. Miguel Q.	3. Angel G.
SIMI VALLEY	SANTA CLARITA	SHOP	ORANGE CTY	BAKERSFIELD	SIMI VALLEY	L.A COUNTY SOUTH	OUT
4. Angel L.	4. Jose Luis G.	4. Roberto H.	4. Abel C.	4. Gustavo P.	4. Wilfredo G.	4. Lorenzo S.	4. Walter P.
L.A COUNTY SOUTH	SANTA CLARITA	SANTA CLARITA	ORANGE CTY	BAKERSFIELD	SIMI VALLEY	L.A. COUNTY SOUTH	OUT
5. Franciso C.		5. Johnny A.		5. Emidio G.	5. Manuel	5. Juan P.	
LONG BEACH		L.A. COUNTY SOUTH		BAKERSFIELD	SIMI VALLEY	L.A. COUNTY SOUTH	
		6. Luis G.		6. Jamie P.	6. Jorge G.	6. Martin M.	
		SANTA CLARITA		BAKERSFIELD	OUT	L.A. COUNTY DOMINGUEZ	
					7. Estaban C.	7. Timo G.	
					LONG BEACH	L.A COUNTY DOMINGUEZ	
					8. Gabriel J.		
					LONG BEACH		
					9. David S.		
					SIMI VALLEY		
							OFFICE
							1. Gus F. OFFICE
							2. Sue F. OFFICE
							3. Eric F. OFFICE
							4. Jack M. BAKERSFIELD
							5. Renee M. OFFICE

EMPLOYER SERVICES

TO BE OPENED BY ADDRESSEE ONLY!

UNITED PACIFIC SERV

PREPARED FOR: ONY

AUTOPAY II

OFFICE CODE 0070

(LOCATION: 0001)

DATE	DAY	TIME
06/05/2008	THUR	0001

METHOD	TRIP	SEQ
TR-ORANGE COU	01A	8150

ATTENTION: ERIC FRANKLIN
562-691-4600

SPECIAL INSTRUCTIONS: PLASTIC

UNITED PACIFIC SERV
120 E LA HABRA BLVD
#107
LA HABRA CA
90631

TOTAL CHECKS: 51
TOTAL VOUCHERS: 1

Payroll Transmittal

UNITED PACIFIC SERV
Company code: **0NY**

Payroll Week 24

For This Payroll — Please verify the following information and report any changes when you transmit your payroll. If you need to make a permanent change or have any questions, call your ADP representative , Ace Team, at 877-301-1206

Payroll Dates

	Period Ending 1	Pay Date 1
Scheduled	06 / 08 / 2008	06 / 13 / 2008
Change to	/ /	/ /

Deduction Schedule Codes

To change deductions for this period, report all of the available schedule codes you want active for this payroll.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Available schedule codes:	1	2	3													
Active this payroll:	1	2	3													
Change to:																

Individual Deductions

You may activate or deactivate up to eight individual deduction codes combined.

Activate deduction codes: ___ ___ ___ ___ ___ ___ ___ ___

Deactivate deduction codes: ___ ___ ___ ___ ___ ___ ___ ___

Optional Pay Stub Message

To set up pay stub message(s) please contact your ADP representative.

Transmission and delivery

Your payroll information is due in to ADP: **06/11/2008 11:00AM**
Your payroll will then be delivered on: **06/12/2008**

Deduction Code Reference

Schedule Codes		Deductions	Frequency
	1	70, 71, 72, 73, 74, 75, 76, 77, 78, 90, 91, 92, 93, 94, 95, 96	Every payroll
	2	V, W, X, Y, Z	Every payroll
	3	A, 10, 11, 79	Every payroll

Deduction Codes

A	Advance 2	G	Garnishment
V	Checking 1	W	Checking 2
X	Savings 1	Y	Savings 2
Z	Savings 3	10	Adv
11	Garnishment	70	Bankruptcy
71	Tax Levy	72	Tax Levy
73	Garnishment	74	Garnishment
75	Child Support	76	Child Support
77	Child Support	78	Child Support
79	Wage Agreement	90	Bankruptcy %
91	Tax Levy %	92	Tax Levy %
93	Garnishment %	94	Garnishment %
95	Child Support %	96	Child Support %

Management Reports

The following report schedules will be active this period:
V

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CO.	FILE	DEPT.	CLOCK NUMBER	070
0NY	000058	000001	0000002268	1

Earnings Statement

UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Period Beginning: 05/26/2008
Period Ending: 06/01/2008
Pay Date: 06/06/2008

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 5
CA: 5

LORENZO SOSA
149 S KENMORE AVE
APT 10
LOS ANGELES, CA 90004

Social Security Number: XXX-XX-9024

Earnings	rate	hours	this period	year to date
Regular	11.8400	32.00	378.88	9,945.60
Overtime	17.7600	6.00	106.56	532.80
Holiday	11.8400	8.00	94.72	568.32
Vacation				378.88
Gross Pay			**$580.16**	11,425.60

Other Benefits and Information	this period	total to date
Vacation Bal		81.32

Deductions			
Statutory			
Federal Income Tax		-8.98	44.90
Social Security Tax		-35.97	708.39
Medicare Tax		-8.41	165.67
CA SUI/SDI Tax		-4.64	91.40
Other			
Adv			1,299.16
Net Pay		**$522.16**	

Your federal taxable wages this period are $580.16

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TEAR HERE

CO.	FILE	DEPT.	CLOCK NUMBER	070
0NY	000078	000001	0000002246	1

Earnings Statement

UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Period Beginning: 05/26/2008
Period Ending: 06/01/2008
Pay Date: 06/06/2008

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 3
CA: 3

ROBERTO HERNANDEZ
9643 SAN LUIS AVE
#B
SOUTH GATE, CA 90280

Social Security Number: XXX-XX-6853

Earnings	rate	hours	this period	year to date
Regular	11.8400	32.00	378.88	10,040.32
Holiday	11.8400	8.00	94.72	568.32
Overtime				26.64
Vacation				236.80
Gross Pay			**$473.60**	10,872.08

Other Benefits and Information	this period	total to date
Vacation Bal		127.88

Deductions			
Statutory			
Federal Income Tax		-25.75	589.13
Social Security Tax		-29.36	674.07
Medicare Tax		-6.87	157.65
CA State Income Tax		-3.27	74.36
CA SUI/SDI Tax		-3.79	86.98
Other			
Adv			1,211.11
Net Pay		**$404.56**	

Your federal taxable wages this period are $473.60

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TEAR HERE

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CO.	FILE	DEPT.	CLOCK NUMBER	070
0NY	001057	000001	0000002234	1

Earnings Statement

UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Period Beginning: 05/26/2008
Period Ending: 06/01/2008
Pay Date: 06/06/2008

CUAUHTEMOC GOMES
1358 MAINE AVE.
BALDWIN PARK, CA 91706

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 2
CA: 2

Social Security Number: XXX-XX-4375

Earnings	rate	hours	this period	year to date
Regular	11.8400	32.00	378.88	3,125.76
Holiday	11.8400	8.00	94.72	94.72
Overtime				17.76
Gross Pay			**$473.60**	3,238.24

Deductions			
Statutory			
	Federal Income Tax	-35.85	239.40
	Social Security Tax	-29.36	200.77
	Medicare Tax	-6.86	46.95
	CA State Income Tax	-5.08	32.48
	CA SUI/SDI Tax	-3.79	25.91
Other			
	Adv		785.29
Net Pay		**$392.66**	

Your federal taxable wages this period are $473.60

ALLIANT INSURANCE SERVICES - BONDING REPORT

Work on Hand as of February 1, 2008

3270 Inland Empire Blvd., Suite 100
Ontario, CA 91764
(909) 941-6699 office (909) 483-5122 fax
License No. 0C36861

Contractor: **United Pacific Services, Inc.**

120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
EMAIL; gus@unitedpac.com
(562) 691-4600 ext. 225 - office (562) 691-8839 fax

	Contract Description and Location	Length of Contract Years	1 Contract Price Including Approved Change Orders	2 Contractor's Estimated Cost at time of bid	3 Contractor's Estimated % of Profit	4 Total Amount Billed to Date Plus Retainage	5 Total Cost to Date	6 Balance of Contract	7 Revised Estimated Remaining Cost to Complete	8 Estimated Completion Date
1.	City of Costa Mesa, Root Prunning - 2005 to 2008	3	$99,000.00	$79,200.00	20%	$9,560.00	$7,540.00	$89,440.00	$71,552.00	06/30/08
2.	City of Santa Clarita, tree Trimming and removal - 2007 to 2012	5	$2,750,000.00	$1,987,500.00	25%	$571,551.00	$428,663.00	$2,078,449.00	$1,558,837.00	06/30/12
3.	City of San Diego - Port District, Tree trimming - 2007 to 2010	3	$678,000.00	$543,750.00	20%	$130,127.00	$104,102.00	$547,873.00	$438,298.00	07/01/10
4.	County of San Bernardino - Weed abatement - 2007 to 2009	2	$100,000.00	$80,000.00	20%	$0.00	$0.00	$100,000.00	$80,000.00	05/01/09
5.	Orange County Sanitation - Landscape maintenance - 2005 to 2009	5	$885,000.00	$752,250.00	15%	$549,600.00	$467,160.00	$335,400.00	$285,090.00	09/01/09
6.	County of Los Angeles - Malibu, Tree & Landscape - 2006 to 2009	5	$250,000.00	$212,500.00	15%	$131,766.00	$112,000.00	$118,234.00	$100,499.00	02/28/09
7.	County of Los Angeles, Landscape maint. - South Area 2005 to 2008	3	$2,325,000.00	$1,627,500.00	30%	$1,550,000.00	$1,085,000.00	$775,000.00	$542,500.00	10/18/08
8.	County of Riverside, Tree Trimming & Removal - 2005 to 2008	3	$432,000.00	$336,960.00	22%	$399,674.00	$311,745.00	$44,326.00	$34,574.00	06/30/08
9.	City of Del Mar, Tree Trimming & Removal - 2007 to 2011	5	$75,000.00	$12,962.00	20%	$16,202.00	$12,172.00	$58,798.00	$47,038.00	11/30/11
10.	City of Bakersfield, Tree Trimming & Removal - 2006 to 2011	5	$1,250,000.00	$975,000.00	22%	$188,602.00	$143,338.00	$1,061,398.00	$827,890.00	07/01/11
11.	City of Long Beach, Tree Trimming & Removal - 2007 to 2010	3	$1,800,000.00	$1,116,000.00	38%	$544,000.00	$337,280.00	$1,256,000.00	$778,720.00	10/15/10
12.	County of Los Angeles, Landscape maint. - Slope - 2007 to 2010	3	$86,838.00	$73,810.00	15%	$13,450.00	$11,432.00	$73,385.00	$62,377.00	05/01/10
13.	County of Los Angeles, As-needed Tree work - 2006 to 2009	3	$300,000.00	$240,000.00	20%	$900.00	$720.00	$299,100.00	$239,280.00	10/30/09
	TOTAL		**$11,030,838.00**	**$8,037,432.00**		**$4,105,432.00**	**$3,021,152.00**	**$6,837,403.00**	**$5,066,655.00**	

This Information Prepared by: _____
Gus K. Franklin, President

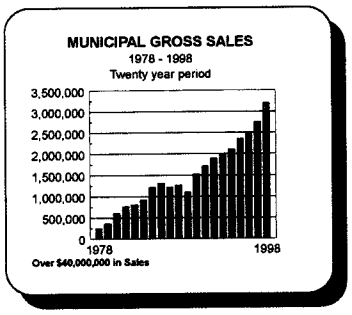
Date: Feb/15/08

Governmental Contracts Completed

by

Gus K. Franklin

To whom it may concern,

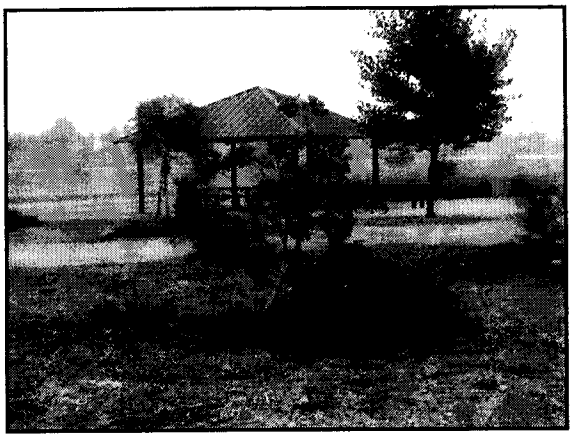


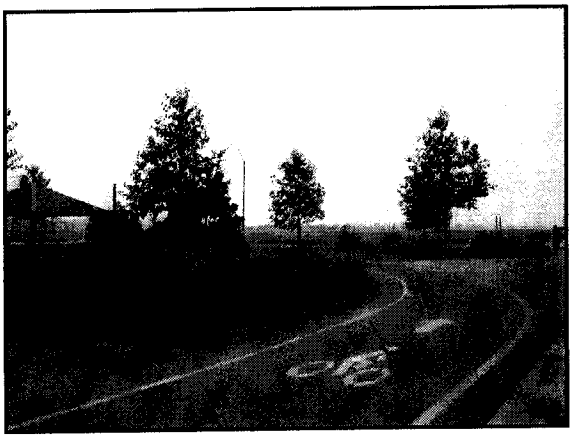
During the past 35+ years I have successfully completed over $60,000,000 in Landscape and Tree maintenance contracts for seventy (70) *Governmental agencies* in Southern California. This included the trimming of over 600,000 trees, removing over 40,000 trees, the planting of thousands of trees and the weed abatement, turf and landscape management of thousands of acres in southern California. In addition I have completed contracts for the counties of Los Angeles, Riverside, Orange, San Bernardino, and San Diego. During this time period all contracts were completed on time and to specifications. We have never had to pay any liquidated damages for failure to complete a contract on time nor have we ever failed to complete a project. In the past I have also been awarded long term and renewable maintenance contracts with over thirty municipalities including the State of California Department of Transportation - Caltrans for all San Diego County. Currently we have been awarded six (6) renewable contracts with the County of Los Angeles. These contracts range from 3 to 5 years and have been renewed for the second and third option years. In addition we have been awarded a three and one year contract with the City of Los Angeles, and two "four" year contracts with the City of Long Beach, the State of California for 3 years, four contracts for the County of Riverside for three years and a five year contract with the City of Highland and the City of Santa Clarita. More recently we were awarded a six (6) year contract with the City of Simi Valley (this includes option years).

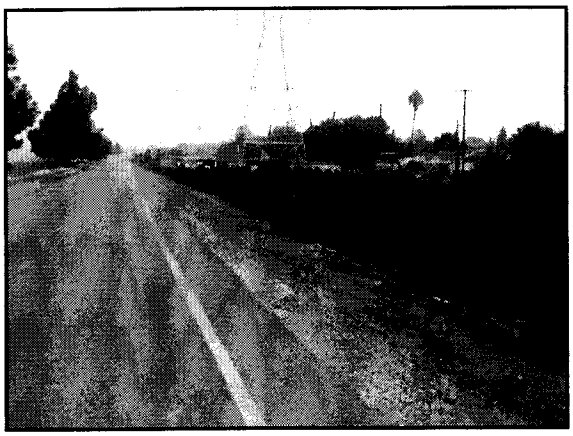
GOVERNMENTAL AGENCIES:

1. ***City* of Los Angeles**
2. **County of Los Angeles**
3. ***City* of Whittier**
4. ***City* of Riverside**
5. ***City* of La Habra**
6. **L.A. County Arboretum**
7. ***City* of Garden Grove**
8. ***City* of Beverly Hills**
9. ***City* of Long Beach**
10. ***City* of Pico Rivera**
11. ***City* of Lynwood**
12. ***City* of Downey**
13. ***City* of South Gate**
14. ***City* of Hawthorne**
15. ***City* of Redondo Beach**
16. ***City* West Hollywood**
17. ***City* of Carson**
18. **County of San Bernardino**
19. **County of Riverside**
20. **County of Ventura**
21. **County of San Diego**
22. **State of California - Caltrans**
23. ***City* of La Quinta**
24. ***City* of Signal Hill**
25. ***City* of Paramount**
26. ***City* of Lakewood**
27. ***City* of Cerritos**
28. ***City* of Norwalk**
29. **Edward's Air Force Base**
30. **County of Orange**
31. **Claremount Colleges**
32. ***City* of Bell Gardens**
33. ***City* of Simi Valley**
34. ***City* of Pasadenia**
35. ***City* of Arcadia**
36. ***City* of West Covina**
37. ***City* of Claremount**
38. ***City* of Rancho Cucamonga**
39. ***City* of South El Monte**
40. ***City* of Fullerton**
41. ***City* of Norco**
42. ***City* of Vista**
43. ***City* of Commerce**
44. ***City* of Highland**
45. ***City* of Corona**
46. ***City* of Palm Springs**
47. ***City* of Placentia**
48. ***City* of Yorba Linda**
49. ***City* of Villa Park**
50. ***City* of Santa Ana**
51. ***City* of Fountain Valley**
52. ***City* of Santa Monica**
53. ***City* of San Fernando**
54. ***City* of Glendale**
55. ***City* of Alhambra**
56. ***City* of Buena Park**
57. ***City* of Seal Beach**
58. ***City* of Newport Beach**
59. ***City* of Lancaster**
60. ***City* of Santa Clarita**
61. ***City* of Walnut**
62. **Fullerton School District**
63. ***City* of Laguna Niguel**
64. ***City* of Encinitas**
65. ***City* of San Diego**
66. ***City* of Oxnard**
67. ***City* of Cypress**
68. ***City* of Chino Hills**
69. ***City* of Santa Maria**
70. ***City* of Palm Desert**

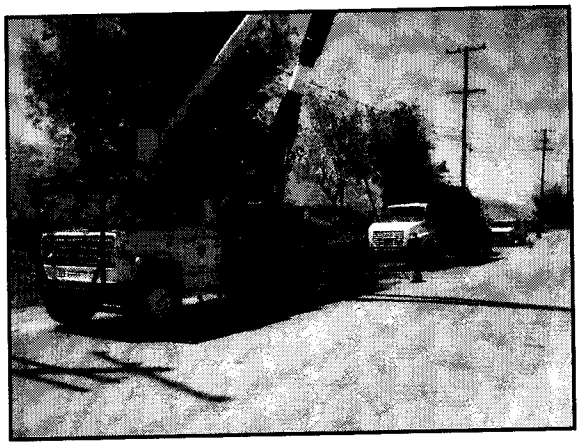
County of Los Angeles - 2005
Rio Hondo and San Gabriel Coastal
Basin Spreading Grounds
Landscape Maintenance

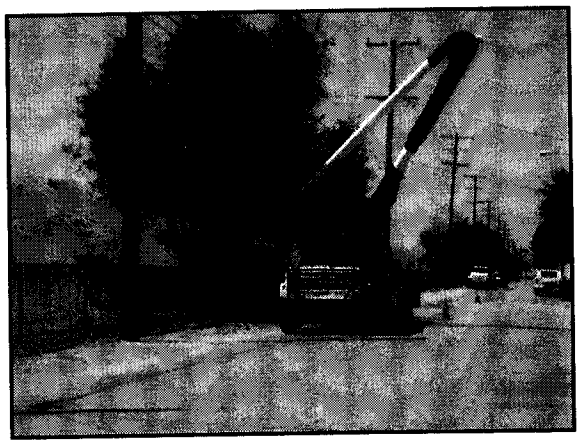


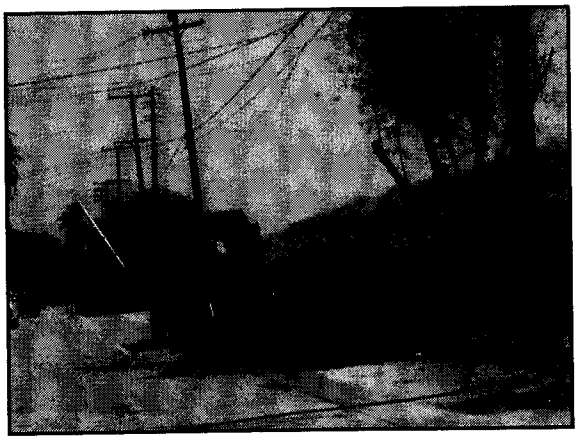




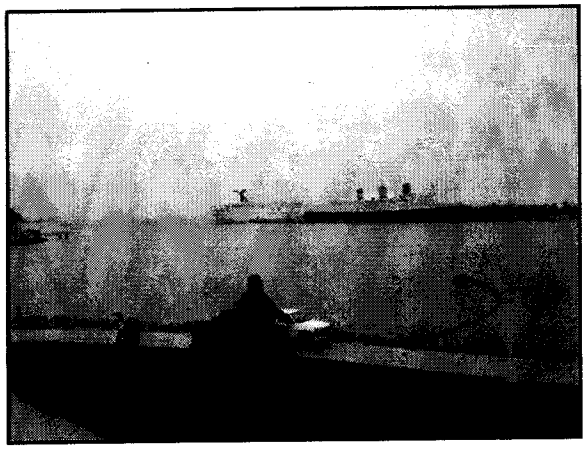
County of Los Angeles 2007
Tree Trimming - South Area

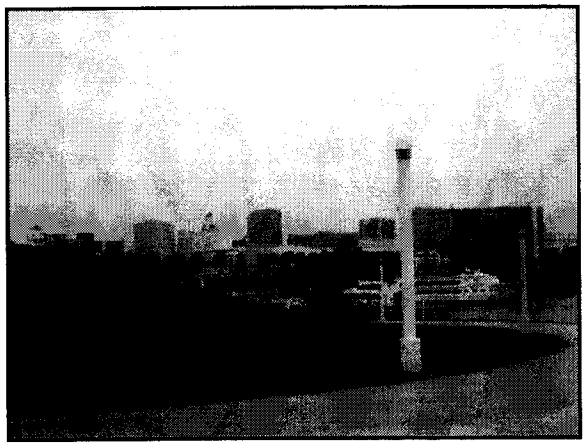






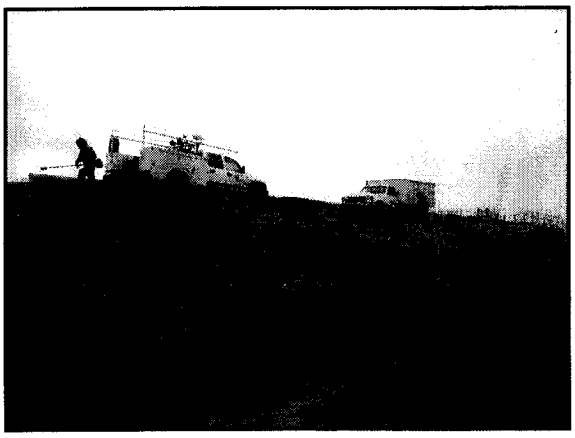
City of Long Beach - 2006
Tree & Landscape Maintenance Contract

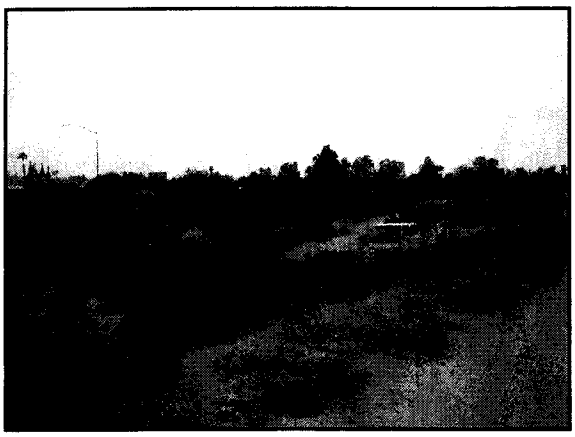


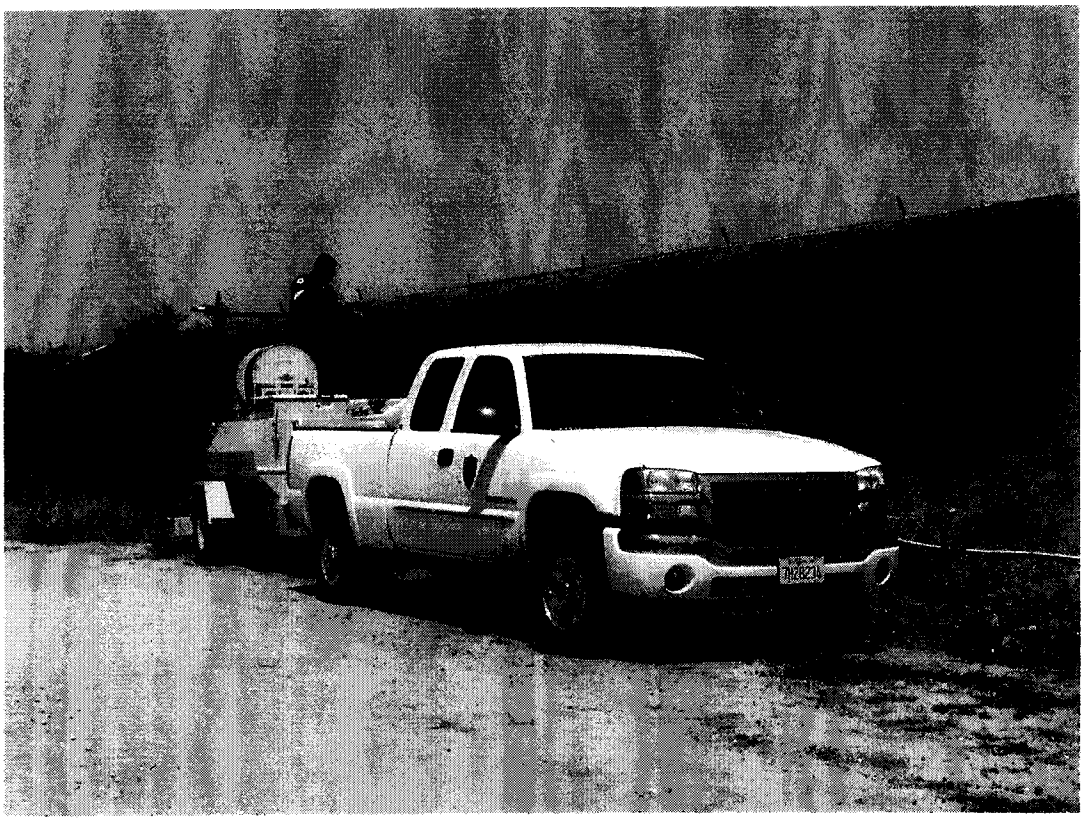


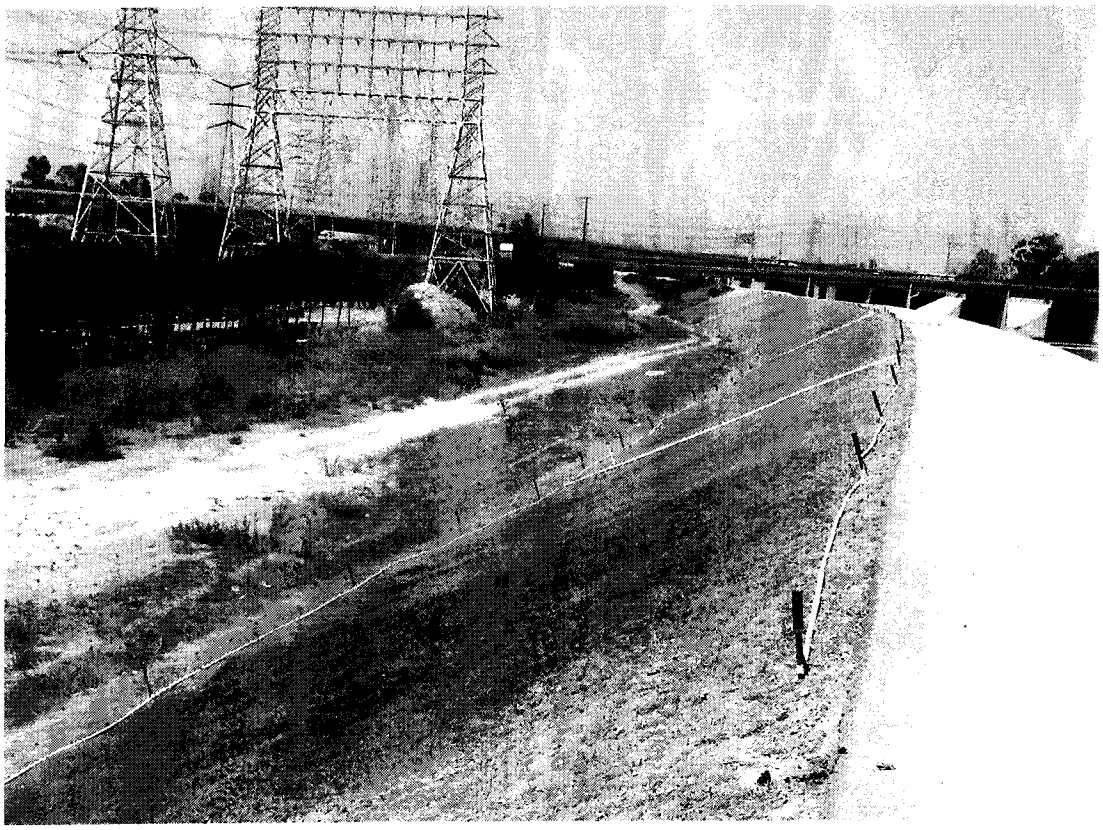
County of Los Angeles
Irrigation Maintenance & Repair Services

County of Los Angeles
Weed Abatement

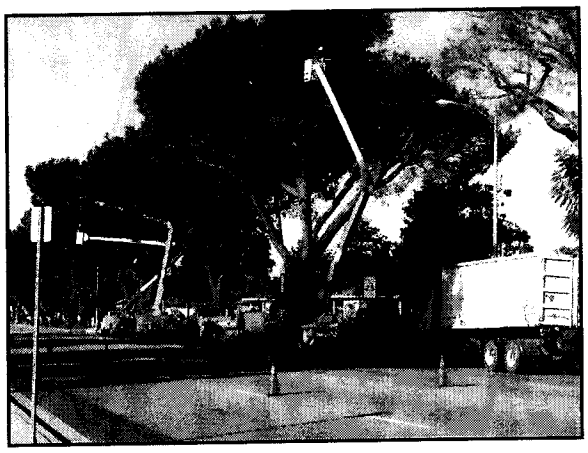


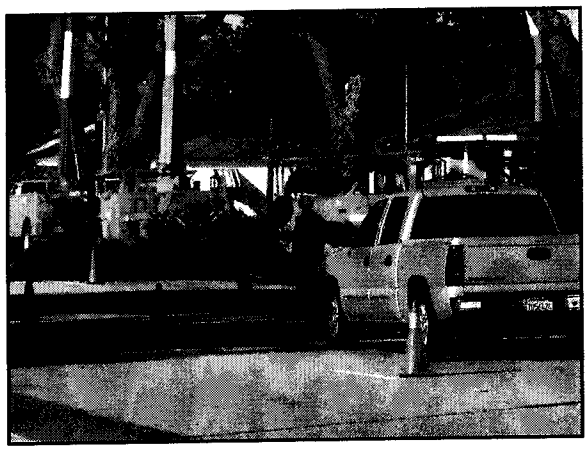


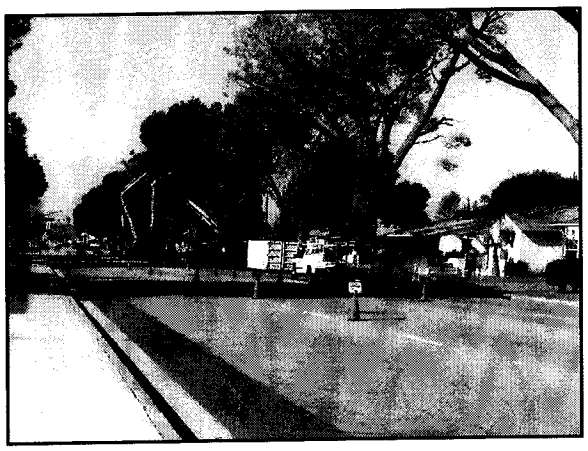


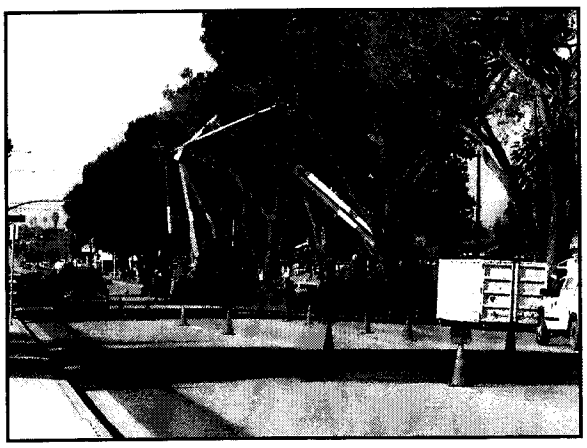


County of Los Angeles - 2006
Tree Trimming

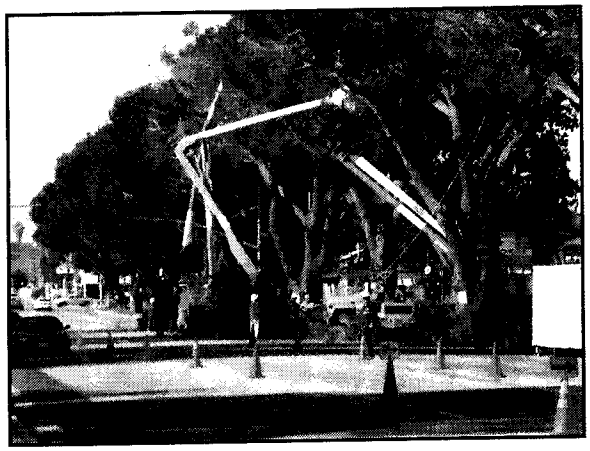


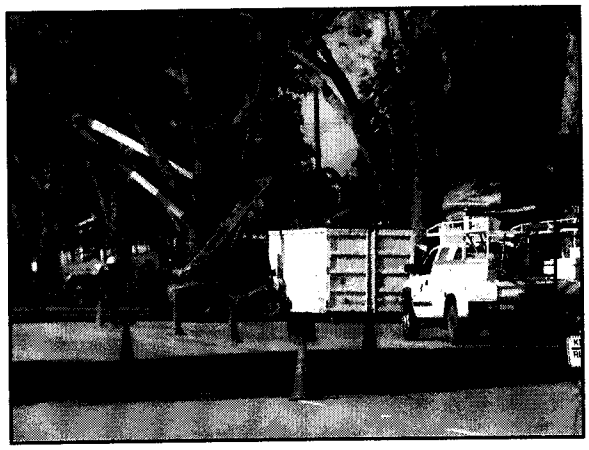






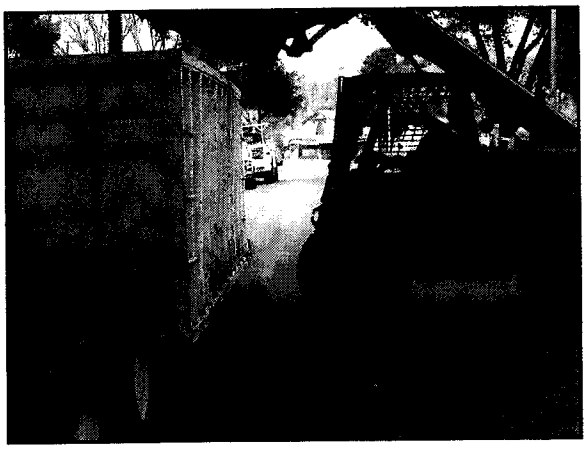
County of Los Angeles - 2006
Tree Trimming

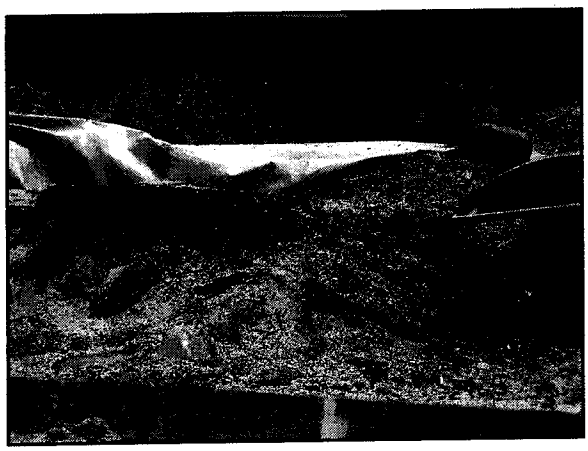




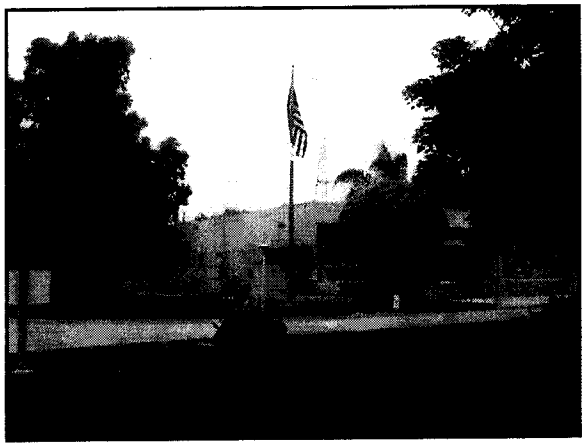
County of Los Angeles - 2006
MD4 - As-Needed Tree Removal

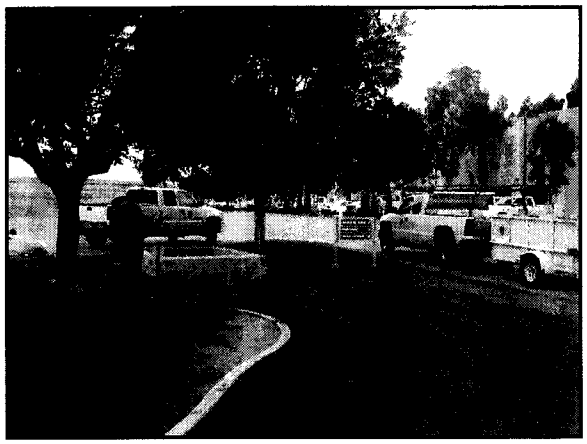
County of Los Angeles - 2006
MD4 - As-Needed Tree Removal



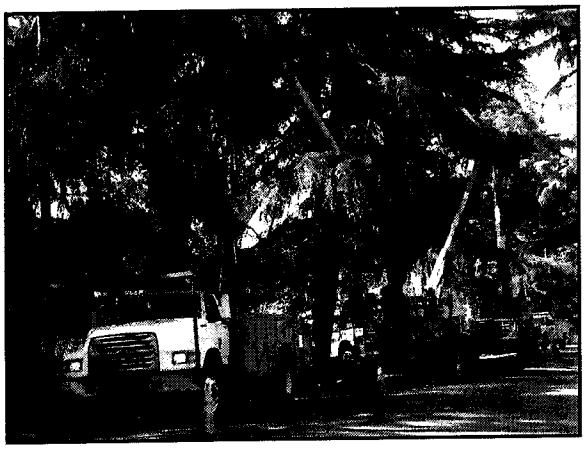


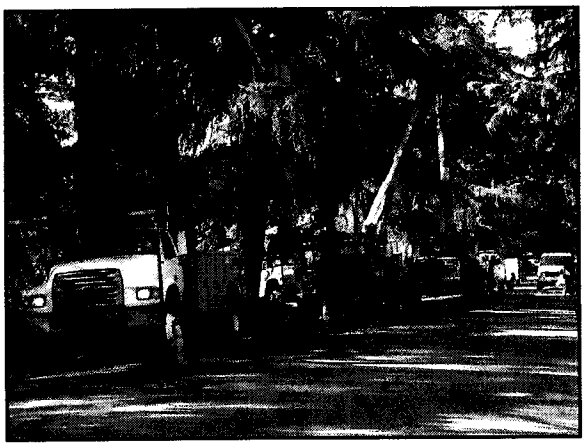
Orange County Sanitation District - 2006
5-Year Landscape Maintenance Contract

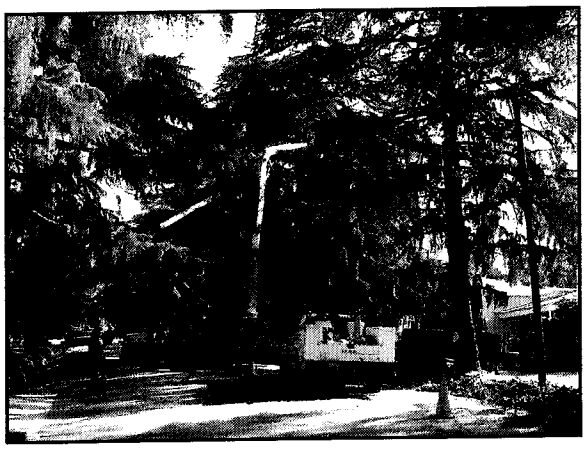




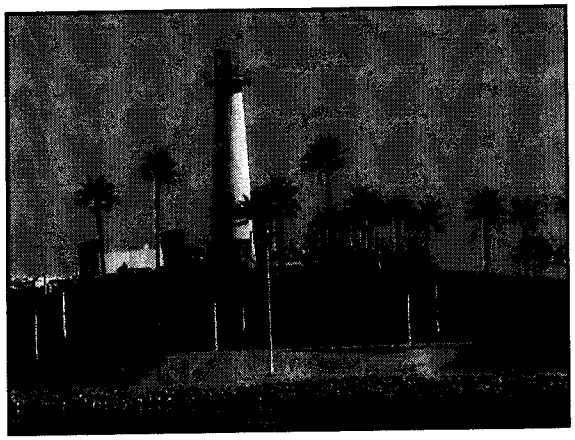
County of Los Angeles - 2006
Parkway Tree Trimming RMD1546036

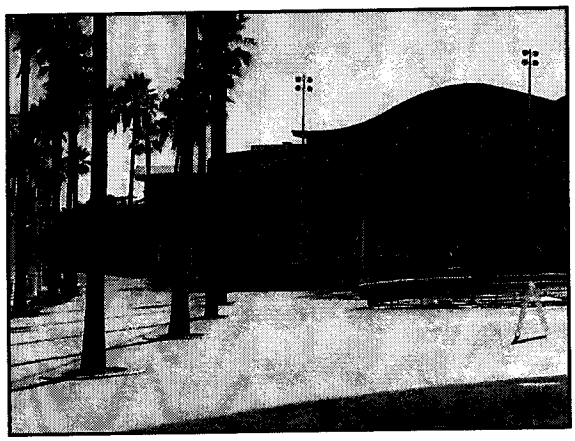


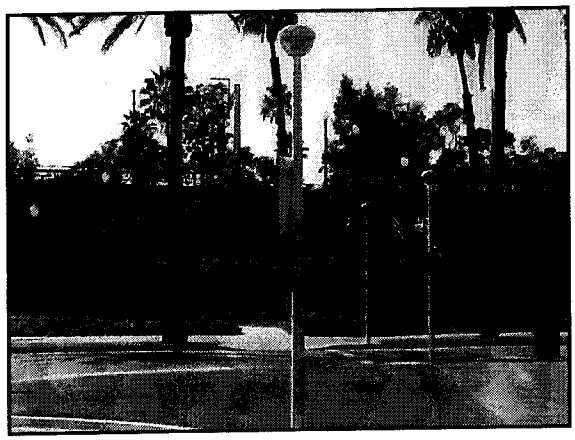




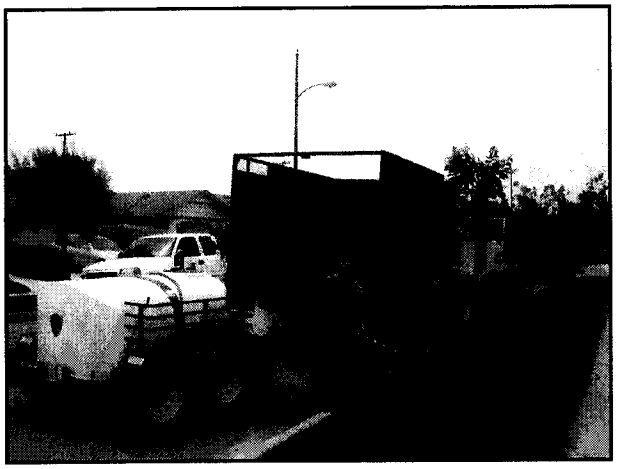
City of Long Beach - 2005
Tree & Landscape Maintenance Contract

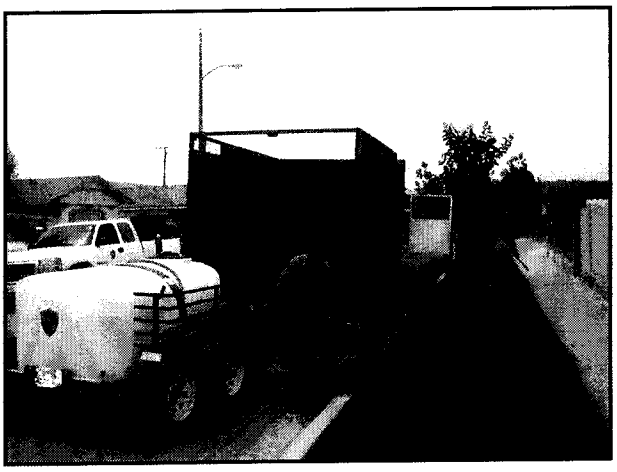


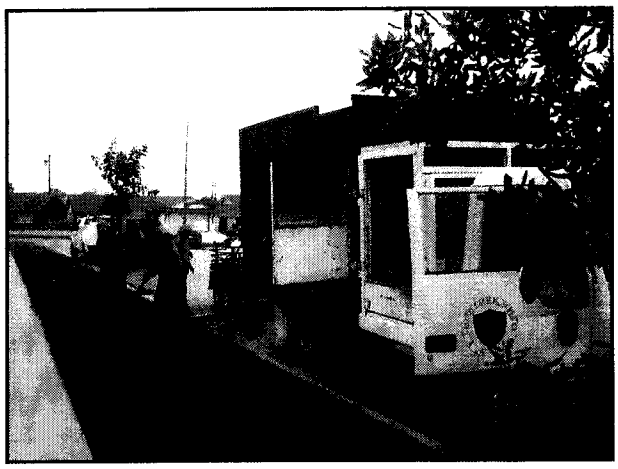




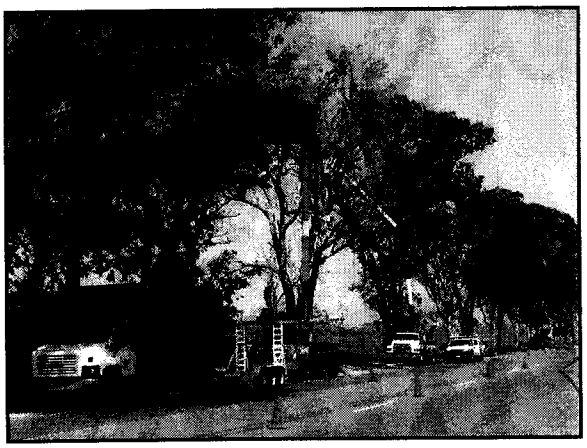
County of Los Angeles
As-Needed Tree Planting Contract

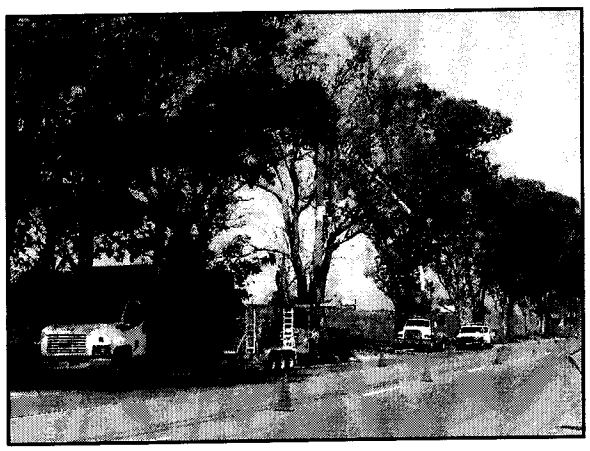






County of Riverside 2004
Tree Trimming & Tree Removal
3-Year Contract





United Pacific Services, Inc.

CITY OF LONG BEACH
YEAR - 2001

- United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract awarded to United Pacific. The annual budget for this contract is $75,000 per year.

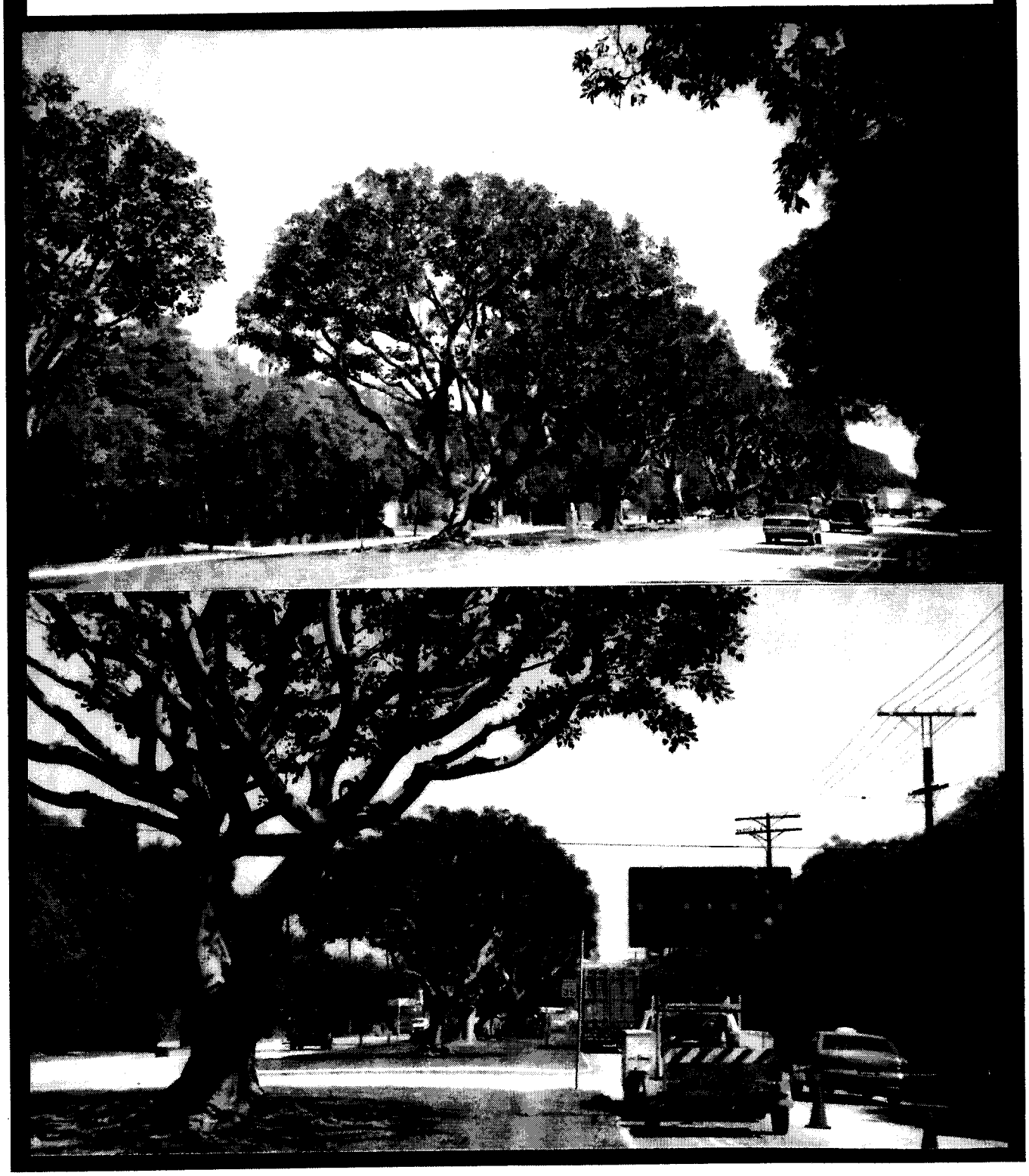
CITY OF LOS ANGELES - *September 14, 1998*

S.O.S. Coral Tree Society - San Vicente Blvd.

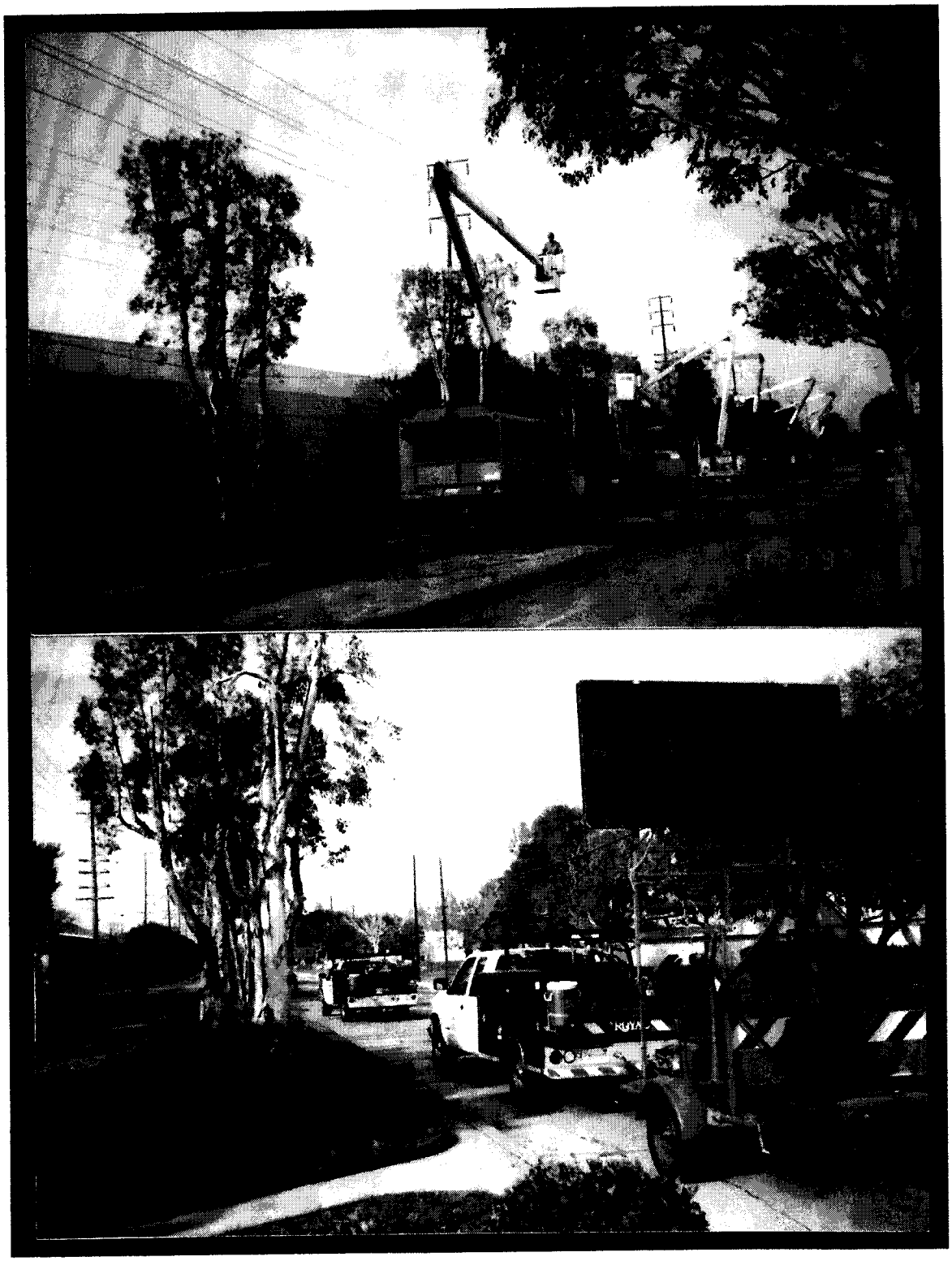
Gus K. Franklin, President/CEO

CITY OF LOS ANGELES - *September 14, 1998*

S.O.S. Coral Tree Society - San Vicente Blvd.

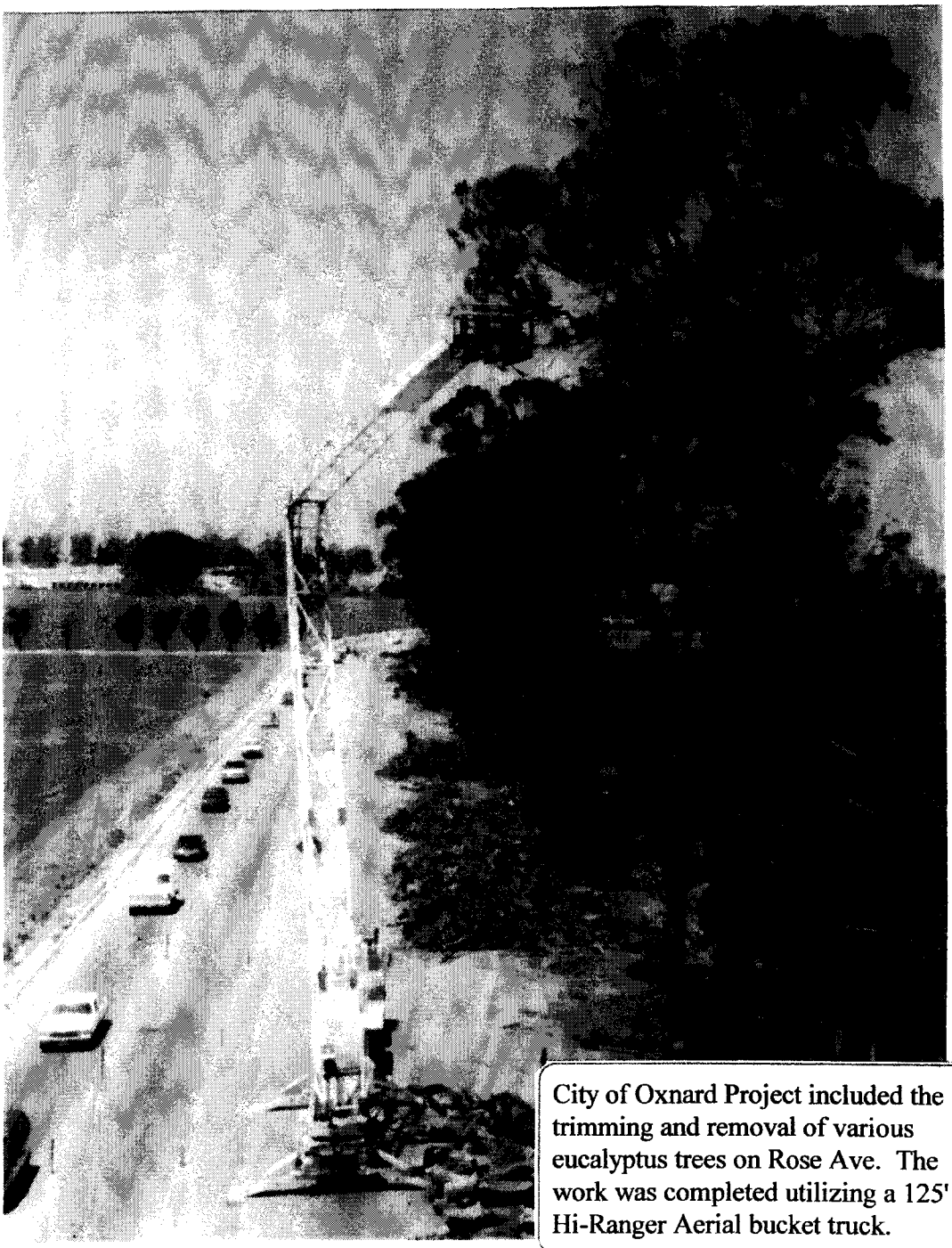


CITY OF COMMERCE - *November 29, 1997*



CITY OF OXNARD PROJECT

July 1995

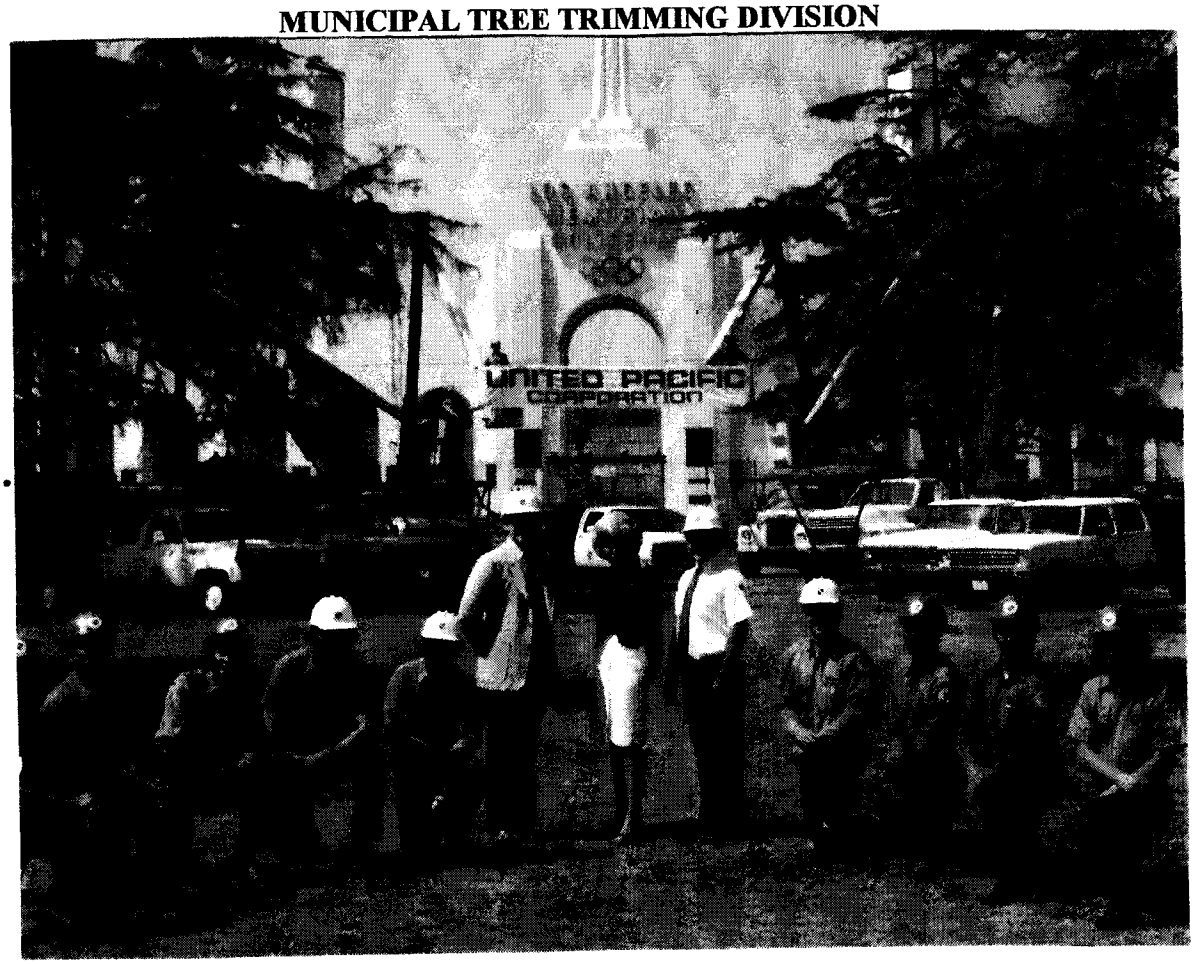


City of Oxnard Project included the trimming and removal of various eucalyptus trees on Rose Ave. The work was completed utilizing a 125' Hi-Ranger Aerial bucket truck.

UNITED PACIFIC CORPORATION

MUNICIPAL TREE TRIMMING DIVISION

1.



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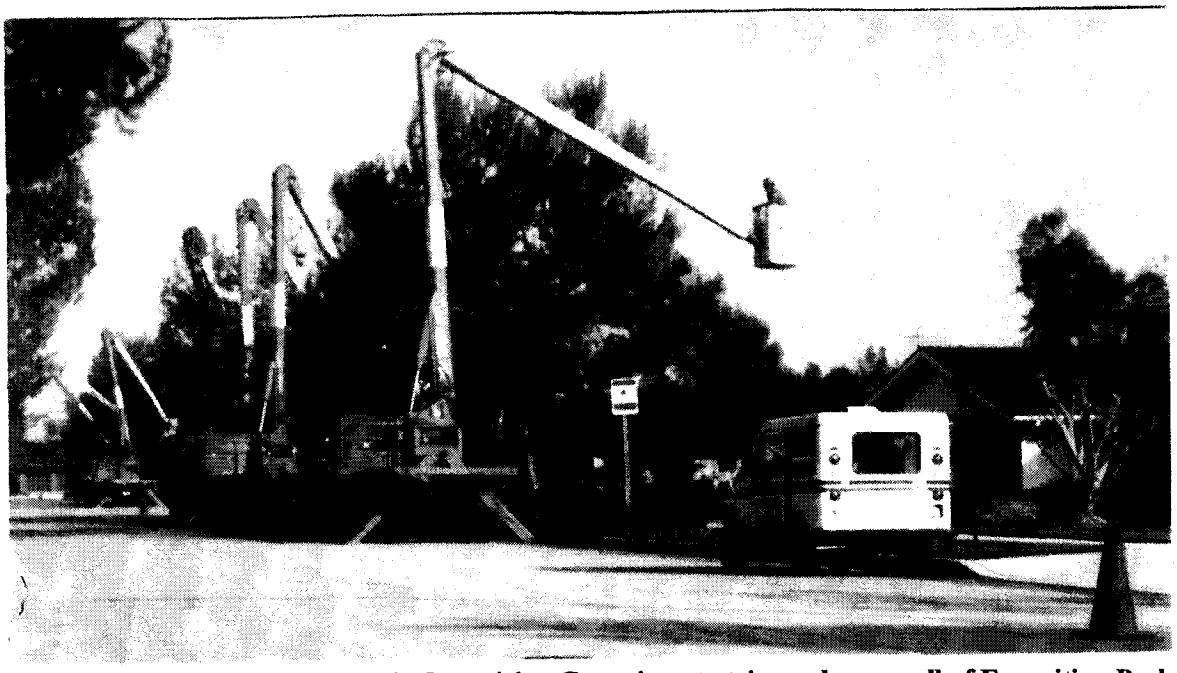


1. **Selected by the Los Angeles Olympic Organizing Committee to trim and prune all of Exposition Park featuring over 1400 trees representing 36 distinct species situated on 130 acres in the heart of Los Angeles, headquarters and site for the opening ceremonies of the 1984 Summer Olympic Games.**

2. **United Pacific trimming trees for the City of Long Beach 1991.**

Arbor Age

Magazine

May, 1984

SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AND SITE FOR THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

UNITED PACIFIC CORPORATION

The following picture shows Gus K. Franklin, Executive Vice President/General Manager of United Pacific Corporation, with the Board of Directors of the S.O.S. Coral Trees Society. In recognition and appreciation of the Tree Work Performed, Mr. James A. Thomas President of the Society expressed his Gratitude (see enclosed letter) for the fine job that our firm did in trimming the coral trees on San Vicente Boulevard.

S.O.S. CORAL TREES

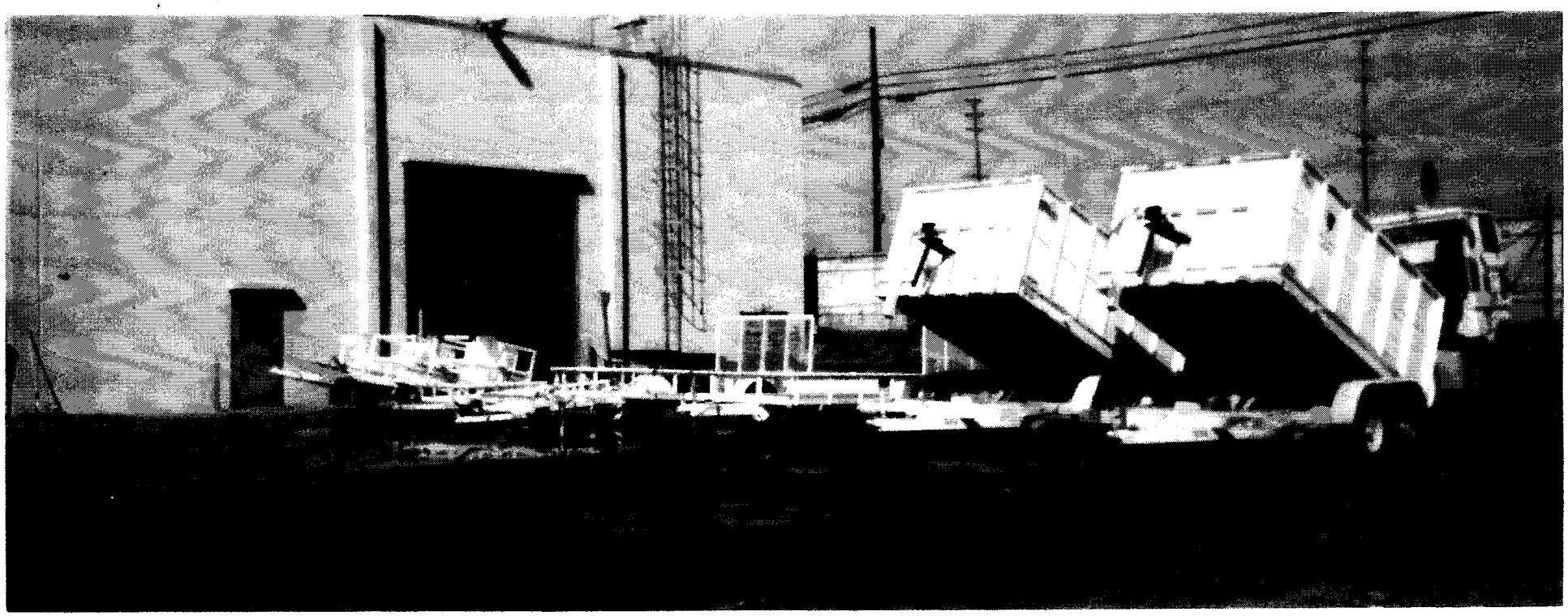
1299 Ocean Avenue, Suite 1000
Santa Monica, Ca 90401
AUGUST OF 1985

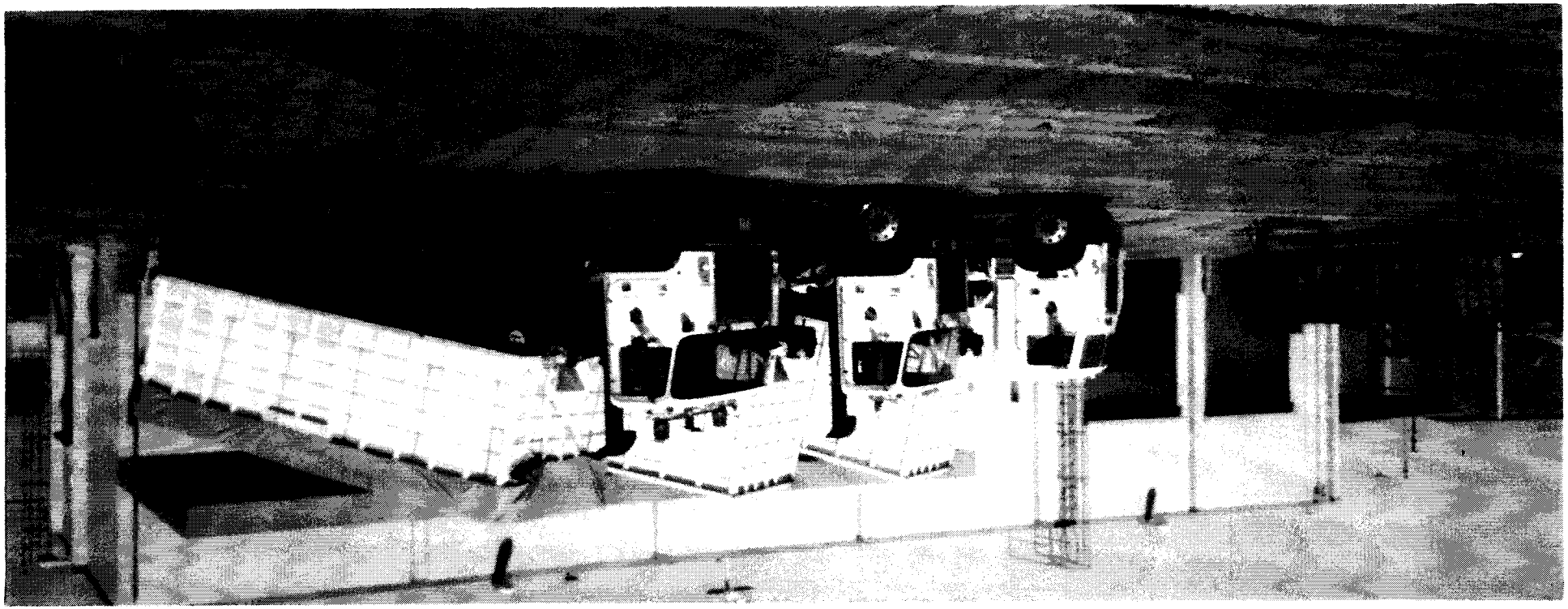
UNITED PACIFIC SERVICES, INC.

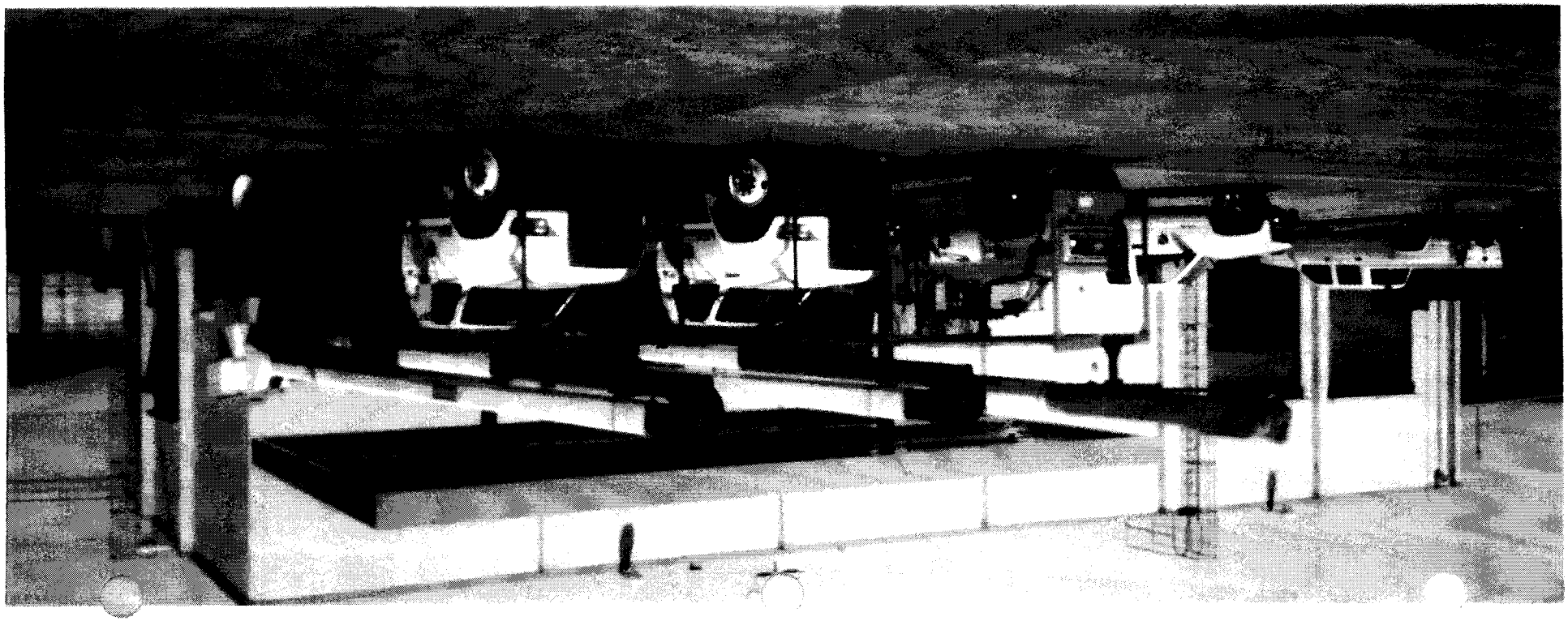
Equipment List (01/10/07)

1. Two (2) Ford 1/2 ton Ranger P.U.'s - ***year 2000***
2. Two (2) Chev 1 ton Crew Cabs / Utility beds - ***year 2002***
3. Two (2) GMC 1 ton Dump trucks - ***year 2003***
3. One (1) Ford 3/4 ton F250 P.U. - ***year 2000***
4. One (1) Ford 1/2 ton F150 P.U. - ***year 2001***
5. Two (2) Chev 3/4 ton 2500 P.U.'s - ***year 1997***
6. One (1) Dodge 3/4 ton 2500 P.U. - ***year 2003***
7. Six (6) 22' Consolidated roll-off containers - ***year 2000***
8. Two (2) hydraulic dump trailers, 5 ton - ***year 2000***
9. Four (4) transport flat bed trailers, 1 ton - ***year 2000***
10. One (1) Heavy duty 20,000# tractor trailer "Big Tex" low bed - ***year 2000***
11. Two (2) hydraulic reeving dumping systems - ***year 2000***
12. Four (4) Aerial bucket trucks "Hi-Ranger" sixty foot - ***year 1991 - 1996***
13. Two (3) Aerial bucket truck "Hi-Ranger" sixty-five foot - ***year 2000***
14. One (1) Aerial bucket truck "Hi-Ranger" one hundred twenty-five foot - ***year 1994***
15. Two (3) Aerial bucket trucks "Altec" fifty-five foot - ***year 1989 - 1997***
16. One (1) 35' Aerial bucket truck - ***year 1994***
17. One (1) "Altec" Aerial bucket truck / crane 75' - ***year 1989***
18. Four (4) Dump "Chipper" trucks, Ford F450 one ton trucks from - ***1991 to 1996***
19. Four (4) Dump trucks F700 from - ***1991 to 1998***
20. Four (4) Roll-off trucks with new model 2000 dumping units from - ***1984 to 1994***
21. Chain Saws, various sizes (100+) from - ***year 2000 to 2001***
22. Four (15) Fifteen foot extension chain saws for special applications - ***year 2000***
23. One (1) Scat track loader with grapple loader for brush / debris removal - ***year 2000***
24. One (1) Scat track loader with grapple loader for brush / debris removal - ***year 2002***
25. One (1) Chev one ton flat bed dump truck - ***year 1986***
26 One (1) 3/4 ton Ford pick-up truck - ***year 1990***
27. Seven (7) 22' roll-off containers - ***year 1991 to 1998***
28. Two (3) Vermeer stump grinders - ***year 1996 / 2003*** / 2004
29. One (1) Stump King stump grinder - ***year 1986***
30. Fifteen John Deer weed-eaters heavey duty - ***year 2000 to 2002***
31. One (1) John Deer tractor with roto-cutter - ***year 2002***
32. Two (2) John Deer weed mowers, heavy duty - ***year 2002***
33. One (1) 16' low bed transport trailer "Aztec" - ***year 2002***
34. One (1) 10' low bed transport trailer "Big Tex" - ***year 2002***
35. Two (2) JCB loader with grapple for brush removal - ***year 2003***
36. One (1) GMC SUV 1/2 ton truck - ***year 2003***
37. Four (6) GMC trucks - (3) ¾ ton HD crew cabs, (3) 5 ton 18' chipper trucks - ***year 2004 / 2005***
38. Five (5) 300 gallon to 500 gallon water trailers - ***year 1999 to 2004***
39. Three (3) Vermeer whole tree chippers - ***year 2001 / 2002 / 2004***

UNITED PACIFIC SERVICES, INC.

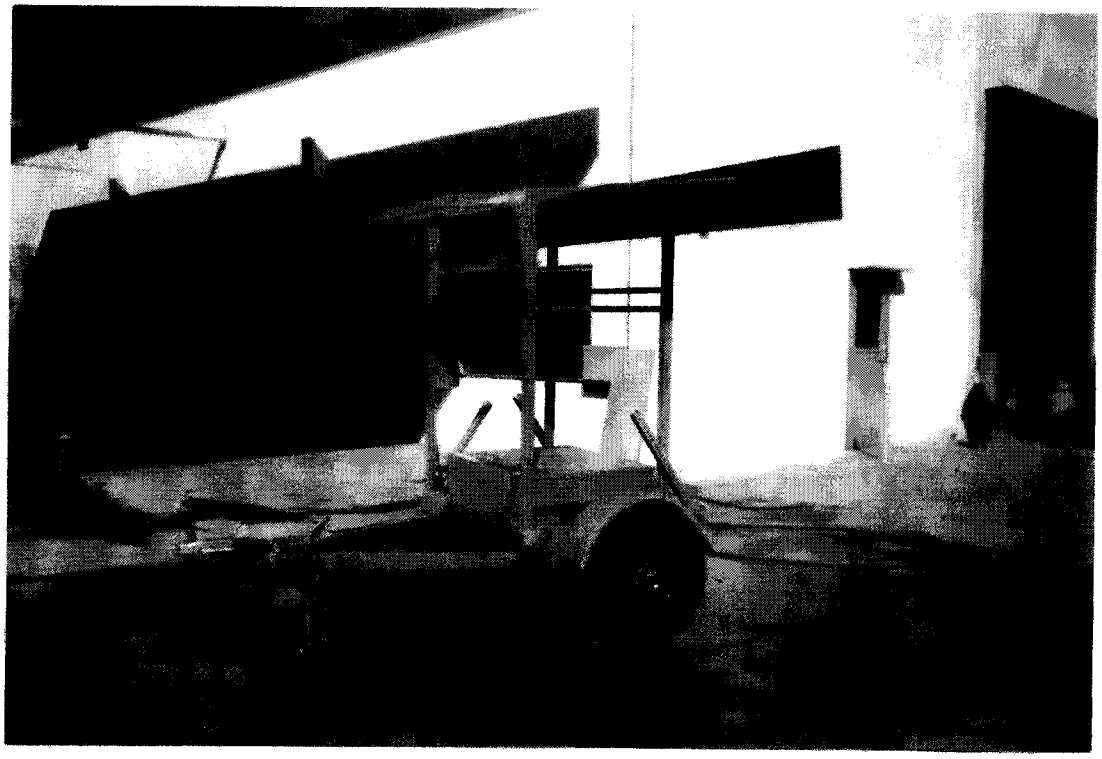


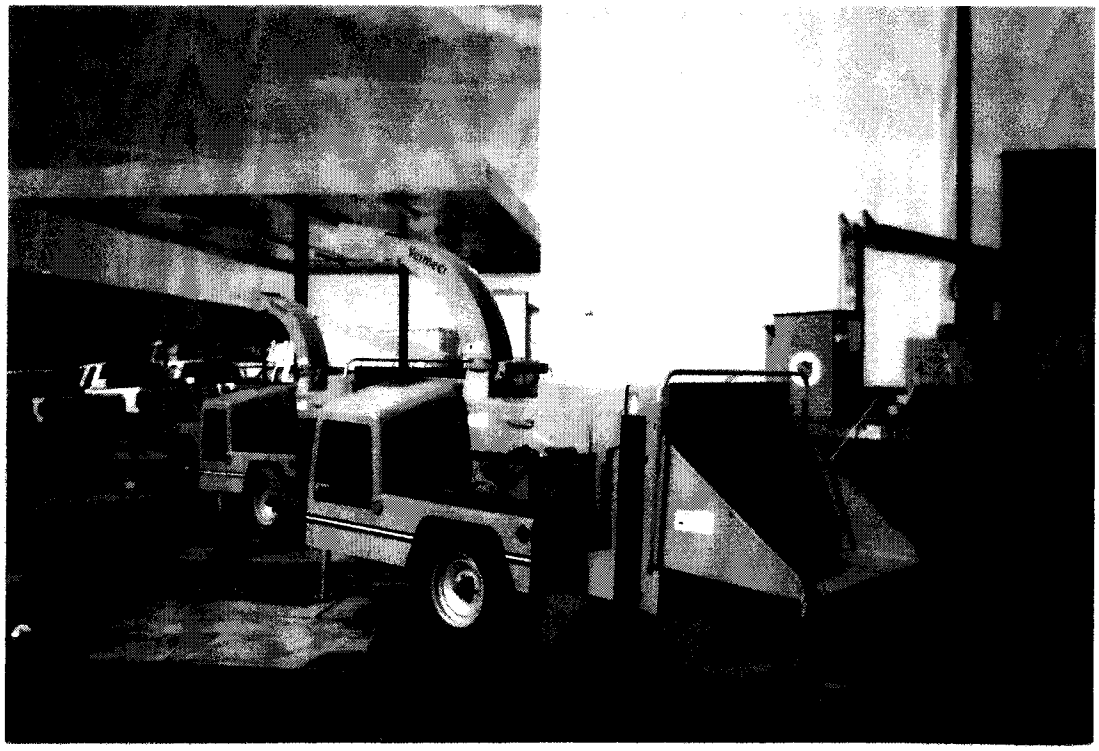




UNITED PACIFIC SERVICES, INC.

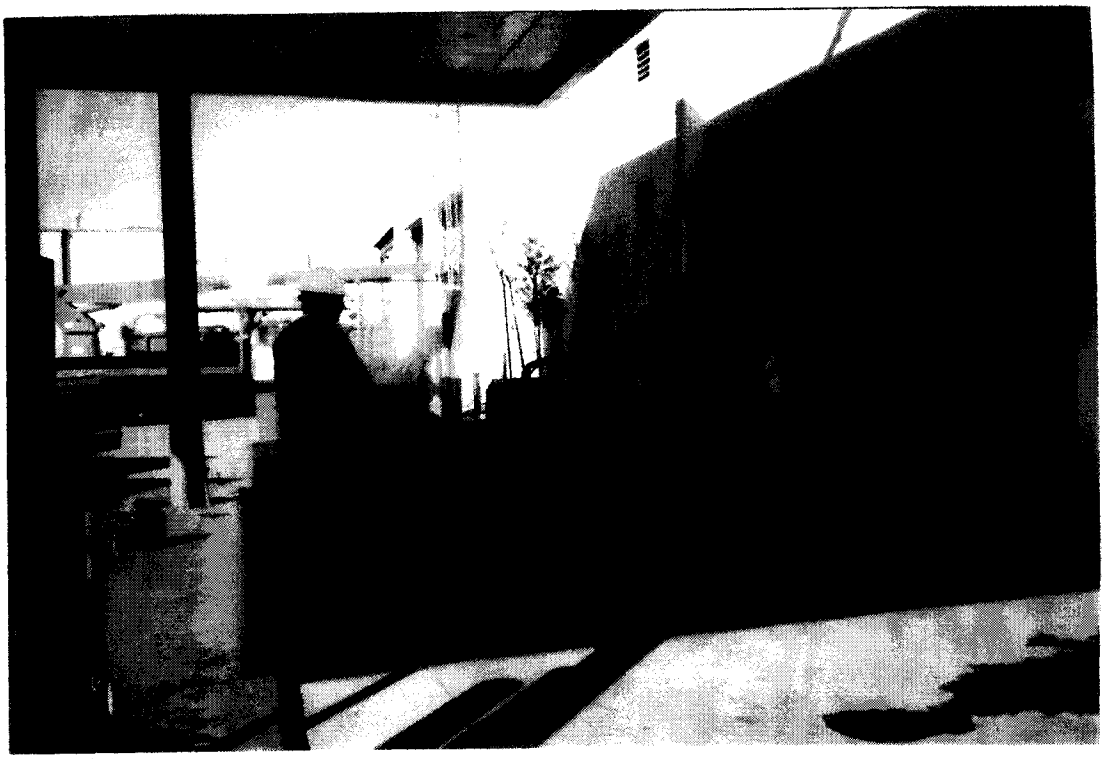
EQUIPMENT

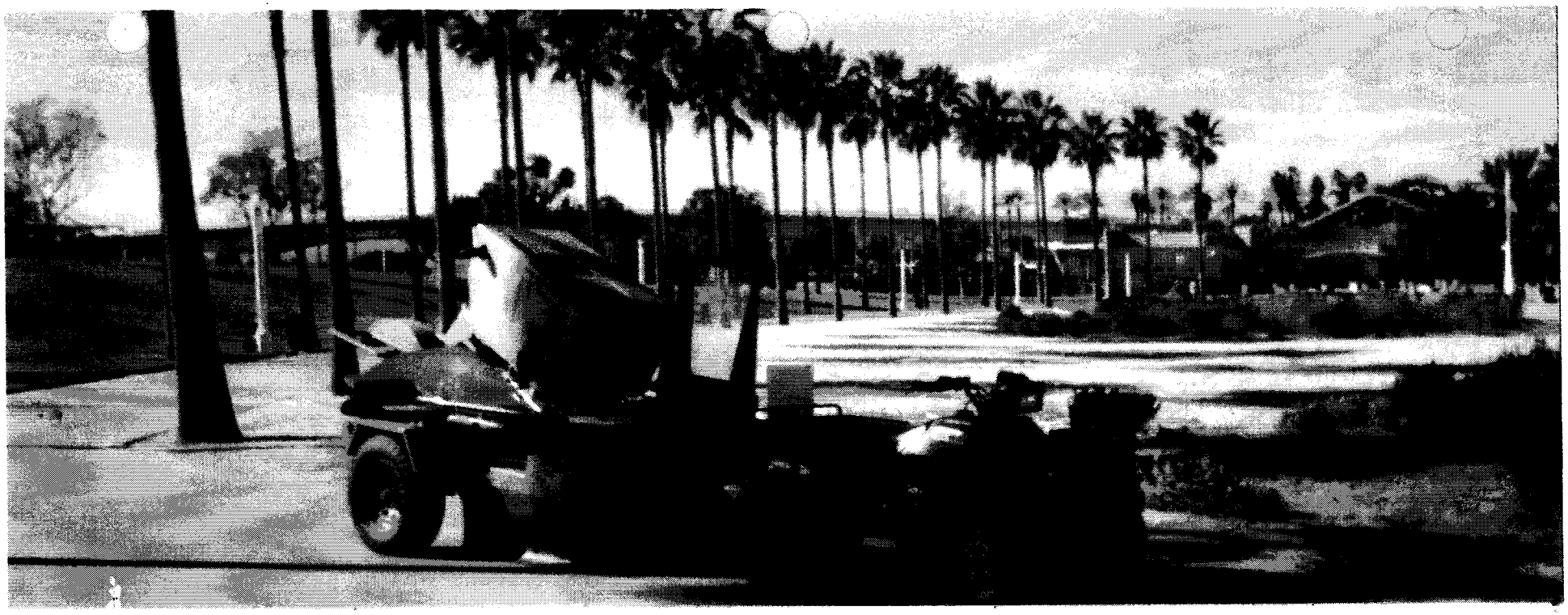


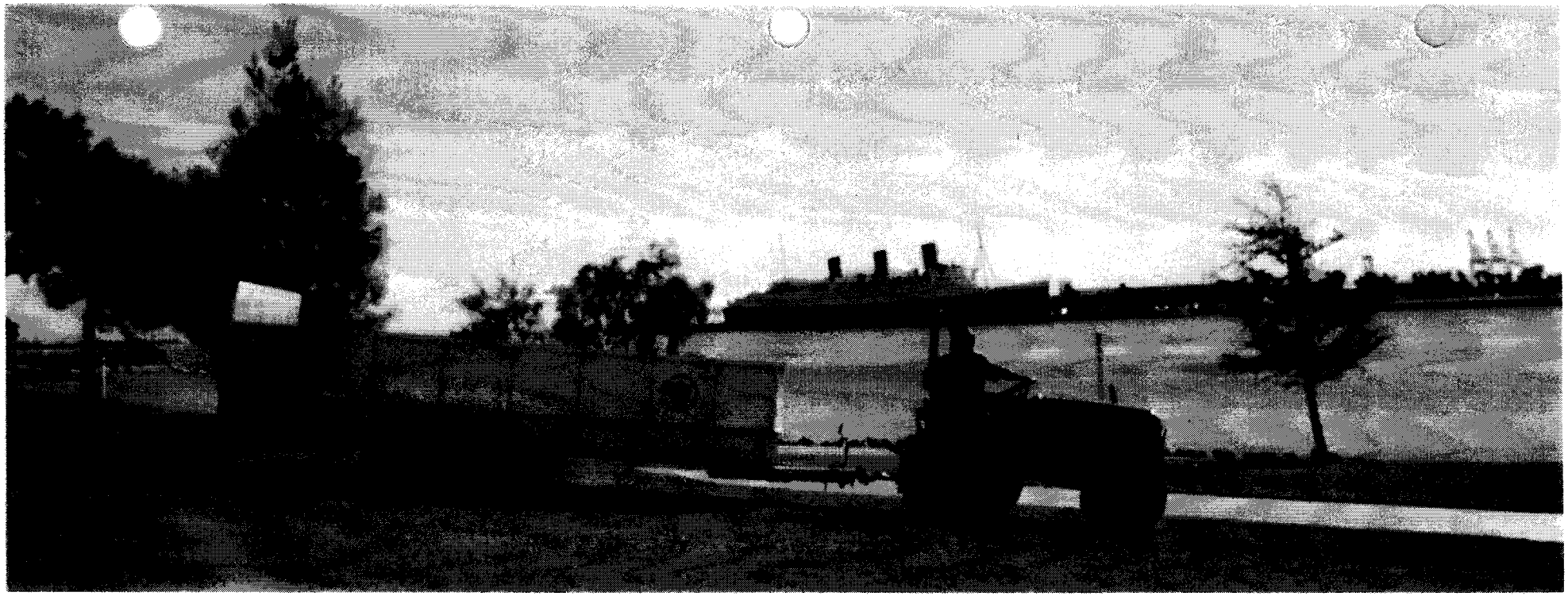


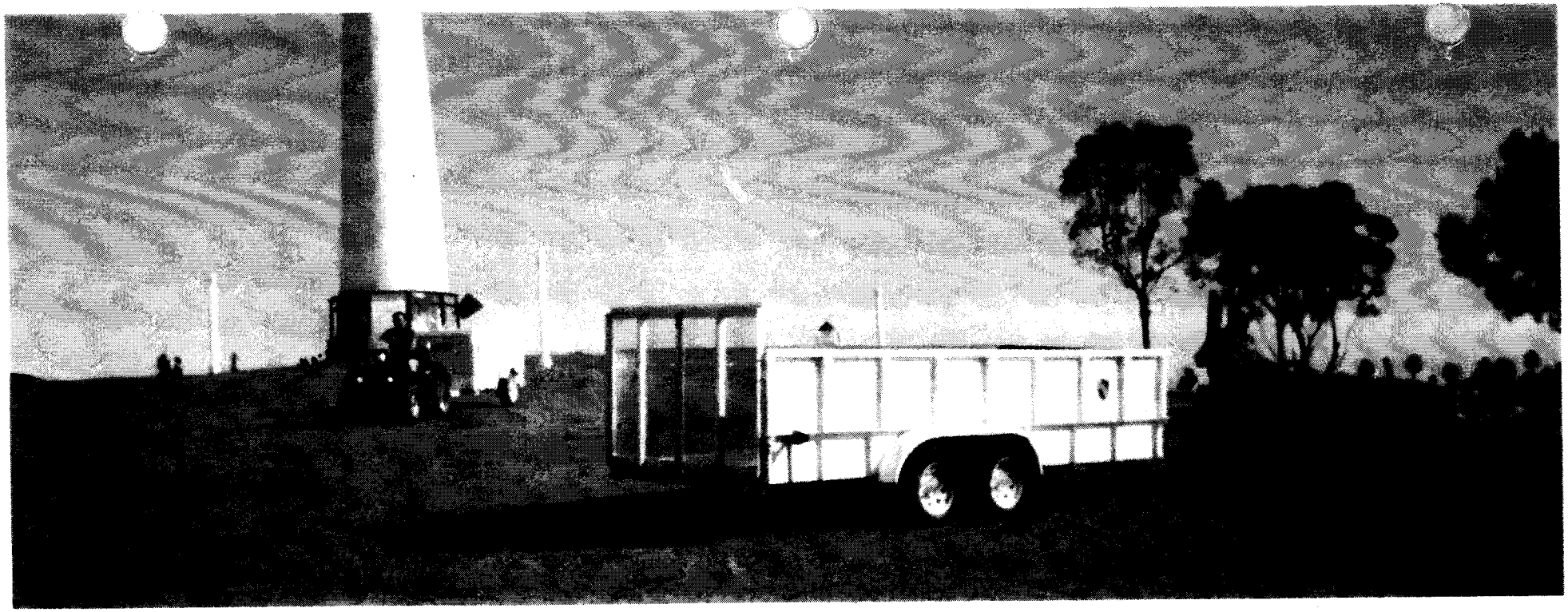
UNITED PACIFIC SERVICES, INC.

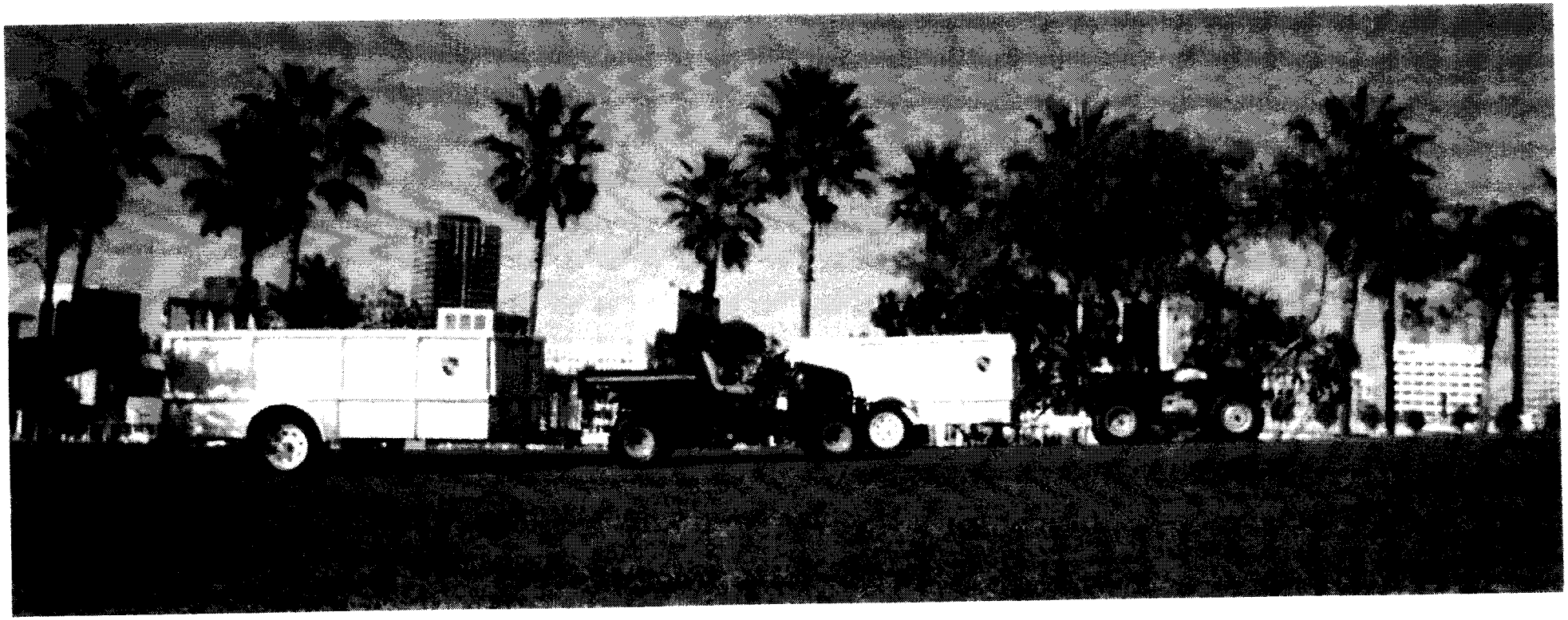
EQUIPMENT











UNITED PACIFIC SERVICES, INC.

EVALUATION REPORT
January of 2004

SIX GOVERNMENTAL SIGNATURES

The following Governmental agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on the following: **Poor = 2** **Fair = 4** **Satisfactory = 6** **Good = 8** **Excellent = 10**

Signed Signatures:		2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
Oscar De Leon, (562) 570-4886	*City of Long Beach*	☐	☐	☐	☐	☑
Saeed Samie, (805) 857-7072	*State of California*	☐	☐	☐	☐	☑
Gary Striker, (310) 732-3890	*City of Los Angeles*	☐	☐	☐	☐	☒
Larry Williams, (909) 864-8732	*City of Highland*	☐	☐	☐	☐	☑
John Osollo, (310) 732-3946	*City of Los Angeles*	☐	☐	☐	☐	☑
Dave Brackin, (909) 387-4043	*County of San Bernardino*	☐	☐	☐	☐	☑

City Endorsement Signatures

Gus K. Franklin

To Whom it May Concern:

During the past twenty-five years I supervised the completion of over $50,000,000 in contracts for more than 70 southern California municipalities. All contracts were completed on time and to specifications. There has never been a claim on our Liability Insurance, nor has any complaint been filed against our State Contractors License. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, Kern, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental maintenance Contracts. Upon my request the following city officials recognized by accomplishments and Outstanding performance in the Organization, Direction, Supervision, Safety Programs and Completion of their contracts by their signed endorsements below.

Respectively:

1. **CITY OF GARDEN GROVE** — Lou Herz, *Park Supervisor*
2. **CITY OF YORBA LINDA** — Louie Gomez, *Street Superintendant*
3. **CITY OF CARSON** — Howard Homan, *Park Director*
4. **CITY OF SANTA ANA** — Clint Jones, *Tree Supervisor*
5. **CITY OF LYNWOOD** — Don Snavely, *Park Director*
6. **CITY OF FOUNTAIN VALLEY** — Dave Christenson, *Tree Supervisor*
7. **CITY OF LA HABRA** — Manuel Torrez, *Tree Supervisor*
8. **CITY OF LOS ANGELES** — Neil Denering, *Street Tree Superintendant*
9. **CITY OF FULLERTON** — Kathy Greco, *Park Co-ordinator*
10. **CITY OF WHITTIER** — Emmitt May, *Tree Supervisor*
11. **CITY OF PARAMOUNT** — Roger Kretzer, *Tree Supervisor*
12. **CITY OF SAN FERNANDO** — Dave Salabar, *Street Superintendent*
13. **CITY OF SO. EL MONTE** — Ike Ito, *Park Supervisor*
14. **CITY OF BUENA PARK** — Gordon Smith, *Tree Supervisor*

City of
SANTA CLARITA

23920 Valencia Boulevard • Suite 300 • Santa Clarita, California 91355-2196
Phone: (661) 259-2489 • FAX: (661) 259-8125
www.santa-clarita.com

June 11, 2008

Gus Franklin, Owner
United Pacific Services
120 East La Habra Blvd
Suite 107
La Habra, CA 90631

Dear Mr. Franklin:

Subject: City of Santa Clarita 19th Annual Arbor Day

I would like to take this opportunity to thank you for your participation in our 19th Annual Arbor Day held at Central Park, on Saturday, April 12, 2008. Your community spirit was apparent as you volunteered your time and resources to celebrate the environmental benefit trees bring to the City of Santa Clarita.

Thanks to you, our mission to deliver a fun-filled day for the whole family was accomplished. We are fortunate to live in a community where citizens are enthusiastic about being involved and are generous with their time and talents. The service you rendered will benefit others for years to come.

I hope you will consider participating in future events sponsored by the City of Santa Clarita.

Sincerely,

A Crossland

Akilah Crossland
Neighborhood Leaf-Out Coordinator

AC: ac
S:\URBFORST\Arbor Day\Arbor Day 2008\Participant ThanksLetter.doc

cc: Robert Newman, Director of Public Works
Byron Moline, General Services Manager
Robert Sartain, Urban Forestry Supervisor

City of
SANTA CLARITA

Public Works
25663 W. Avenue Stanford
Santa Clarita
California 91355-1103
Website: www.santa-clarita.com

Phone
(661) 294-2500
Fax
(661) 294-2517

1987-2007
Celebrating 20 Years of Success

June 28, 2007

Gus Franklin
Owner
United Pacific Services, Inc
120 E. La Habra Blvd
La Habra, CA 90631-2310

Subject: City of Santa Clarita 18th Annual Arbor Day

Dear Mr. Gus Franklin:

I would like to take this opportunity to thank you for your participation in our 18th Annual Arbor Day celebration held at Central Park, on Saturday, May 19, 2007. All of your efforts assisted the City in celebrating the environmental benefits of trees and helped to make our event a great success.

Gus, thanks to you our mission to deliver a fun-filled day of activities and exhibits for the whole family was accomplished. Many thanks for all your help and contributions to our event, especially the free tree donations and tree mulch. All of your support staff and the volunteer time they contributed are greatly appreciated.

I hope you enjoyed being a part of Arbor Day 2007, and will consider participating in next year's celebration, as well as future events sponsored by the City of Santa Clarita.

Sincerely,

Robert Sartain

Robert Sartain
Urban Forestry Supervisor

RS: ac
S:\URBFORST\Arbor Day\Arbor Day 2007\AD Thank You Letters\G. Franklin UPS Letter.doc

cc: Robert Newman, Director of Public Works
Byron Moline, General Services Manager

PRINTED ON 100% RECYCLED PAPER

ORANGE COUNTY SANITATION DISTRICT

phone:
'14) 962-2411
fax:
'14) 962-0356
www.ocsd.com

ailing address:
P.O. Box 8127
ntain Valley, CA
92728-8127

treet address:
44 Ellis Avenue
ntain Valley, CA
92708-7018

Member Agencies

Cities

Anaheim
Brea
a Park
ypress
in Valley
Fullerton
Garden Grove
tington Beach
Irvine
La Habra
La Palma
Los Alamitos
lewport Beach
Orange
Placentia
Santa Ana
Seal Beach
Stanton
Tustin
Villa Park
Yorba Linda

ity of Orange

ary Districts

Costa Mesa
Midway City

ter Districts

Irvine Ranch

November 7, 2006

Richard Gutierrez
United Pacific Services, Inc.
120 E. La Habra Blvd., Suite 107
La Habra, CA. 90631-2310

Richard

On behalf of the Orange County Sanitation District I would like to extend my gratitude to you and your staff for the safe and professional manner in which you addressed the potentially explosive device incident on Wednesday, October 18, 2006.

I was told your staff recognized the potential danger of the device and called you to investigate. At that time you took immediate and appropriate measures to protect staff, not investigate yourself, and called the proper authorities. You also followed our OCSD procedure in notifying your OCSD contract representative allowing us to mobilize our response team.

Given the probable danger of such a device, the response you and your staff provided mitigated the risk of possible loss of property and most importantly protected staff in the area. Your actions served as a model for those who find themselves in a similar situation with impending danger and set a good example for others to follow.

Sincerely

James D. Ruth
Interim General Manager
Orange County Sanitation District

JDR:pe
H:\dept\ras\410\echavarria\432\United Pacific Services Letter.doc

c. N. Arhontes
C. Forman
M. Eddy
R. Ghirelli
L. Tyner

City of HIGHLAND Inc. 1987

January 17, 2005

Mr. Gus Franklin
United Pacific Services, Inc.
1740 North Hills Drive
La Habra, CA 90631

'215 Base Line
ighland, CA 92346
09) 864-6861
AX (909) 862-3180
ww.ci.highland.ca.us

ity Council

layor
oss B. Jones

layor Pro-Tem
McCallon

lburn
cott
ohn P. Timmer

ity Manager
am J. Racadio

Dear Gus and Staff:

On behalf of the City of Highland residents and staff, I would like to extend our sincere appreciation to United Pacific for the excellent work they have done in weed abatement and tree trimming services for the City. Also, for the services at no cost performed at City Hall and on City owned properties totaling over $6,000.00 in value.

The most recent "skinning" of the trees at City Hall has enhanced the entire property and gives the landscaping a more formal appearance.

Thanks again for your generous gift and we are proud to have you as part of our team.

Sincerely,

Sam Racadio
City Manager

cc: City Council
L. Williams, Public Works Manager
E. Wong, Public Works Director/City Engineer

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LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
ECONOMIC DEVELOPMENT
AND PUBLIC SERVICES GROUP

MICHAEL E. HAYS
Director

ENFORCEMENT DIVISION — FIRE HAZARD ABATEMENT
Des North Arrowhead Avenue, First Floor • San Bernardino, CA 92415-0188 • (909) 387-4123
Fax (909) 387-4243

January 12, 2004

United Pacific Services, Inc.
1740 North Hills Drive
La Habra, Ca. 90631
Attn: Mr. Gus Franklin

Mr. Matt Earl
Contract Administrator
Port of San Diego:

This letter is intended to affirm the excellent service that United Pacific Services provided, under a Request for Proposal process, for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision.

I highly recommend this firm, with no reservations. Should you have further inquiry into more specific detail of our relationship, I invite contact to me at (909) 387-4043.

Sincerely,

David Brackin
Abatement Supervisor

JOHN F. MICHAELSON
County Administrative Officer

JOHN GOSS
Assistant County Administrator
Economic Development and
Public Services Group

Board of Supervisors
BILL POSTMUS ..... First District
PAUL MIANE ..... Second District
DENNIS HANSBERGER ..... Third District
FRED AGUIAR ..... Fourth District
[illegible] EAVER ..... Fifth District

Construction & Maintenance Division

800 Fair "A" Street

Post Office Box 798

Wilmington, CA 90748-0798

Tel 310 732-3550

Fax 310 604-0248

www.portoflosangeles.org

January 12, 2004

To Whom It May Concern

RE: LETTER OF RECOMMENDATION – UNITED PACIFIC SERVICES, INC.

United Pacific Services, Inc. is currently under contract to the City of Los Angeles, Harbor Department, for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year.

The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been.

If you have any question, please feel free to contact me at (310) 732-3399.

Very truly yours,

GARY STRIKER
Park Maintenance Supervisor
Port Construction and Maintenance

GS:sh

James K. Hahn, Mayor
City of Los Angeles

Board of Harbor Commissioners

[illegible] Tuttle, President

[illegible] Vice President

James E. Acevedo

Camille T. Kocol

Thomas H. Warren

Jerry A. Keller
Executive Director

Workforce Action/
Opportunity Employer

Recycled and Recyclable

City of HIGHLAND Inc. 1987

:15 Base Line
hland, CA 92346
9) 864-6801
9) 862-3190 FAX
w.ci.highland.ca.us

y Council

yor
d Sundquist

yor Pro-Tem
y Rucker, Jr.

es
Callon
n Timmer

y Manager
m J. Rac

January 9, 2004

To Whom It May Concern:

United Pacific Services, Inc. has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents.

The City competitively bids its tree trimming services on an annual contract with five one-year renewal clauses. In 2001 the City rebid the contract and Mr. Franklin, d.b.a. United Pacific Services, Inc. was again awarded the contract and the City has subsequently renewed it annually. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years.

If you need any additional information please feel free to contact me at (909)864-8732 extension 216.

Sincerely,

Larry M Williams

Larry M Williams
Public Works Manager

17 - GOVERNMENTAL REFERENCES

UNITED PACIFIC SERVICES, INC.

	GOVERNMENTAL AGENCIES	AMOUNT PER YEAR / MONTH	TOTAL AMOUNT	TYPE OF WORK	CONTACT PERSON	PHONE NUMBER	START DATE	COMPLETION DATE
1.	CITY OF SANTA CLARITA - TREE DEPARTMENT 25663 AVENUE STANFORD SANTA CLARITA, CA 91355-1103	$450,000 PER YEAR (1 year contract with 4 options to renew)	$2,250,000.00	TRIM TREES IN STREETS AND VARIOUS PARKS	ROBERT SARTAIN, SUPERVISOR URBAN FORESTRY	(661) 294-2518 OFFICE (661) 294-2517 FAX email: rsartain@santa-clarita.com	Jan of 2007	One year options to renew until JAN OF 2012
2.	CITY OF BAKERSFIELD - TREE / PARK DEPARTMENT 4101 TRUXTUN AVE. BAKERSFIELD, CA 93309	$300,000 PER YEAR (1 year contract with 4 options to renew)	$1,500,000.00	TRIM TREES IN STREETS AND VARIOUS PARKS	ED LAZAROTI, SUPERVISOR URBAN FORESTRY	(661) 326-3866 OFFICE (661) 861-0864 FAX email: pdenney@BakersfieldCity.us	Nov of 2006	One year options to renew until NOV OF 2011
3.	CITY OF LONG BEACH - PARK DEPARTMENT 2760 STUDEBAKER ROAD LONG BEACH, CA 90815	$475,000 PER YEAR (3 YEAR CONTRACT)	$1,425,000.00	TRIM TREES IN STREET AND IN THE QUEENSWAY BAY PARK LANDSCAPE MAINTENANCE	OSCAR DE LEON PARK SUPERVISOR	(562) 577-8437 OFFICE (562) 570-8535 FAX	Jan of 2004	JAN OF 2007
4.	CITY OF LOS ANGELES - STREET TREE DEPARTMENT 200 NORTH SPRING STREET, RM 355 CITY HALL LOS ANGELES, CA 90012	$347,744 FOR 2006 (3 - CONTRACTS)	$347,744.00	TRIM TREES IN STREETS AT VARIOUS LOCATIONS	CLAIRE TOLLIFFE MANAGEMENT ANALYST II URBAN FORESTRY DIVISION	(213) 847-3077 OFFICE (213) 847-3033 FAX	Jun of 2006	NOV OF 2006
5.	CITY OF LONG BEACH - PARK DEPARTMENT 2760 STUDEBAKER ROAD LONG BEACH, CA 90815	$600,000 FOR 2007 (1 year contract with 2 options to renew)	$1,800,000.00	TRIM TREES AT VARIOUS PARKS THROUGHOUT THE CITY OF LONG BEACH	THERESA MACEYKA PARK MAINTENANCE SURPERVISOR	(562) 570-4936 OFFICE (562) 570-1733 FAX thmacey@ci.long-beach.ca.us	Jul of 2007	One year options to renew until July of 2010
6.	CITY OF LOS ANGELES - HARBOR DEPARTMENT 500 PIER "A" STREET, BERTH 161 WILMINGTON, CA 90744	$150,000 PER YEAR (3 YEAR CONTRACT)	$450,000.00	TRIM STREET TREES AT THE PORT OF SAN PEDRO	GARY STRIKER SUPERVISOR	(310) 732-3890 OFFICE (310) 513-6234 FAX	Jul of 2002	JUN OF 2005
7.	COUNTY OF RIVERSIDE - TREE DEPARTMENT 4080 LEMON STREET, 7th FLOOR RIVERSIDE, CA 92502	$100,000 PER YEAR (3 YEAR CONTRACT)	$300,000.00	TRIM STREET TREES AT VARIOUS LOCATIONS THROUGHOUT RIVERSIDE COUNTY	MATT SAYRE SUPERVISOR	(909) 955-6829 OFFICE (909) 955-6845 FAX	Jul of 2004	One year options to renew until JUL OF 2008
8.	CITY OF SAN DIEGO - UNIFIED PORT DISTRICT 3165 PACIFIC COAST HIGHWAY SAN DIEGO, CA 92112	$226,000 PER YEAR (1 year contract with 2 options to renew)	$678,000.00	TRIM TREES AT THE UNIFIED PORT DISTRICT AT VARIOUS PARKS	MARK BRUNELLE PARK SUPERVISOR	(619) 686-6475 OFFICE (619) 725-6014 FAX	Apr of 2004	One year options to renew until APR OF 2007
9.	COUNTY OF RIVERSIDE - LMD DISTRICTS 4080 LEMON STREET, 7th FLOOR RIVERSIDE, CA 92502	$148,000 PER YEAR (1 year contract with 2 options to renew)	$444,000.00	TRIM TREES THROUGHOUT RIVERSIDE COUNTY AT VARIOUS LMD DISTRICTS	JUDY WATERLAND SUPERVISOR	(909) 955-6829 OFFICE (909) 955-6845 FAX	Jul of 2005	One year options to renew until JUL OF 2008
10.	COUNTY OF LOS ANGELES - TREE DEPARTMENT 900 SOUTH FREMONT AVE. ALHAMBRA, CA 91803	$303,575 PER YEAR (2 - CONTRACTS)	$303,575.00	TRIM STREET TREES AT VARIOUS LOCATIONS FOR THE COUNTY OF LOS ANGELES	PHIL SANDOVAL CONTRACT INSPECTOR	(626) 458-3122 OFFICE (626) 458-2197 FAX (562) 569-3556 CELL	Sep of 2006	DEC OF 2006
11.	COUNTY OF LOS ANGELES - FLOOD MAINTENANCE 900 SOUTH FREMONT AVE. ALHAMBRA, CA 91803	$844,000 TWO YEARS (2 - CONTRACTS)	$844,000.00	TRIM TREES ALONG THE RIGHT-OF-WAY AND WEED ABATEMENT ALONG THE FLOOD CHANNELS	DEL ORTEGA SUPERVISOR	(626) 445-7630 OFFICE (626) 446-2624 FAX	July of 2000	SEP OF 2004
12.	CITY OF LOS ANGELES - WATER & POWER 17031 HIGHWAY 14 MOJAVE, CA 93501	$200,000 TWO YEARS (2 YEAR CONTRACT)	$200,000.00	TRIM TREES FOR THE DEPARTMENT OF WATER & POWER IN THE MOJAVE DESERT	ROBERT CHANEY SUPERVISOR	(661) 824-7901 OFFICE (661) 824-7905 FAX	Jul of 2003	JUN OF 2005
13.	ORANGE COUNTY SANITATION DISTRICT 10844 ELLIS AVENUE FOUNTAIN VALLEY, CA 92708	$177,000 PER YEAR (1 year contract with 4 options to renew)	$885,000.00	TRIM TREES AND LANDSCAPE MAINTENANCE OF GROUNDS, HERBICIDE SPRAYING, WEED AND LITTER CONTROL	MATT EDDY OPERATIONS MANAGER	(714) 593-7219 OFFICE (714) 968-5976 FAX	Jun of 2005	One year options to renew until JUN OF 2010
14.	CITY OF HIGHLAND 27215 BASE LINE HIGHLAND, CA 92346	$50,000 PER YEAR (1 year contract with 4 options to renew)	$250,000.00	TRIM AND REMOVE TREES THOUGHOUT THE CITY. EMERGENCY TREE WORK	LARRY WILLIAMS PUBLIC WORKS MANAGER	(909) 864-8732 OFFICE (909) 862-3180 FAX	May of 2002	One year options to renew until MAY OF 2007
15.	STATE OF CALIFORNIA DIVISION OF TRANSPORTATION - CAL TRANS 680 FLINN AVE, STE. 32 MOORPARK, CA 93021	$182,000 FOR 2004 (2 MONTH CONTRACT)	$182,000.00	TRIM TREES AND REMOVE DEAD TREES ALONG THE 101 FWY	SAEED SAMIE ON-SITE INSPECTOR CAL-TRANS	(805) 857-7072 OFFICE (805) 357-9239 FAX	Jul of 2004	SEP OF 2004
16.	COUNTY OF LOS ANGELES 5525 EAST IMPERIAL HIGHWAY SOUTH GATE, CA 90280	772,000 FOR 2005 / 06 (1 year contract with 2 options to renew)	$2,316,000	TRIM TREES AND LANDSCAPE MAINTENANCE ALONG L.A. RIVER FLOOD MAINTENANCE	ERNIE MENDOZA SITE SUPERVISOR FLOOD MAINTENANCE DIVISION	(562) 861-0316 OFFICE (562) 861-3957	Oct of 2005	One year options to renew until OCT OF 2008
17.	COUNTY OF SAN BERNARDINO CODE ENFORCEMENT DIVISION 2314 S. MOUNTAIN AVENUE, SUITE E ONTARIO, CA 1762	$100,000 FOR 2006 / 07 $100,000 FOR 2007 /08/09 (2 - CONTRACTS)	$200,000.00	TRIM AND RAISE TREES FOR FIRE ABATEMENT AT VARIOUS PARCELS THROUGHOUT SAN BERNARDINO COUNTY	WILLIAM McFARLAND CODE ENFORCEMENT OFFICER FIRE HAZARD ABATEMENT	(909) 387-4103 OFFICE (800) 772-3181 OFFICE (909) 387-4243 FAX	Mar of 2004	One year options to renew until MAR OF 2009
	TOTAL	$4,053,319.00	$14,375,319.00					

Circa 1976 **City of La Habra - Gus K. Franklin's Tree Company**

UNITED PACIFIC SERVICES, INC.
FIFTY (50) LETTERS OF RECOMMENDATION
GUS K. FRANKLIN
31 YEAR PERIOD
(1977 to 2008)

The following letters of recommendation cover a 31 year period of completing over $60,000,000 in governmental contracts for 70 Municipalities, 7 California Counties and the State of California (Caltrans). From 1977 to 2008 all governmental contracts were completed under the direction and supervision of Gus K. Franklin and represents an excellent past record of accomplishments of completing Tree, Landscape and Weed Abatement maintenance contracts on time and to specifications in the State of California. Upon request these letters will be made available.

	AGENCY	RECOMMENDATION BY:	YEAR
1.)	Alliant Driver Commercial Group / Bonding	Jay P. Freeman, CPCU	2008
2.)	City of Santa Clarita	Robert Sartain, Urban Forestry Supervisor	2007
3.)	Orange County Sanitation District	James D. Ruth, Interim General Manager	2006
4.)	County of Los Angeles	Raymond Low, Internal Audit Group	2006
5.)	City of Highland	Sam Racadio, City Manager	2005
6.)	Department of Transportation	Jeff Morales, Director	2004
7.)	City of Long Beach	Oscar De Leon - Contract Monitor	2004
8.)	City of Highland	Larry M. Williams - Public Works Manager	2004
9.)	County of San Bernardino	David Brakin - Abatement Supervisor	2004
10.)	City of Los Angeles	Gary Striker - Park Maintenance Supervisor	2004
11.)	City of Pico Rivera	Steven Castellanos - Asst. Deputy Director	1998
12.)	City of Highland	Larry M. Williams - Public Works Manager	1998
13.)	Averbeck Company / Bonding	Jay P. Freeman - Account Executive	1998
14.)	State of California - Caltrans	Jeff C. Morgan - Superintendent II	1998
15.)	City of Norco	Christopher L. Sorensen - Mayor	1998
16.)	Kellogg Supply, Inc.	H. Clay Kellogg IV - President	1998
17.)	City of Norco	Joesph S. Schenk - Director	1996
18.)	City of Arcadia	Robert A. Lang - Park Supertindent	1996
19.)	City of Simi Valley	City Council Meeting	1996
20.)	City of Santa Fe Springs	Luis F. Collazo - Planning and Development	1995
21.)	Union Bank	Kelly J. Cooke - Assistant Vice President	1994
22.)	Amwest Surety / Bonding	Pat Dolan - Branch Manager	1994
23.)	City of Santa Fe Springs	Ronald S. Kernes - Mayor	1993
24.)	Congress of the United States	Estaban E. Torres - Member of Congress	1991
25.)	City of Garden Grove	Walt E. Donovan - Mayor	1990
26.)	UltraPower Malaga-Fresno	R.C. Rodenbach - Fuel Manager	1990
27.)	Sequoia Forest Industries	El Kessler - Fuel Procurement	1990
28.)	City of West Hollywood	John Heilman - Mayor	1985
29.)	S.O.S. Coral Tree Society	James A. Thomas - President	1985
30.)	Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
31.)	Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1984
32.)	Veterans Administration	Juanita D. Walker - Director	1983
33.)	United States District Court	Terry J. Hatter Jr. - Federal Judge	1983
34.)	City of Newport Beach	Jack Brooks - Park Superintendent	1982
35.)	City of Beverly Hills	Don Boynton - Public Works Inspector	1981
36.)	City of Yorba Linda	Louie Gomez - Street Supertindent	1981
37.)	City of Carson	Howard B. Homan	1981
38.)	City of La Habra	Manuel Torres - Tree Maintence Foreman	1981
39.)	City of Buena Park	Gordon Smith - Supervisor/Street Trees	1981
40.)	Surety Insurance Company / Bonding	Madelaine Gentry - Assistant Manager	1981
41.)	City of Garden Grove	Lou Hertz - Park Superintendent	1981
42.)	City of Fountain Valley	David L. Christensen - Supervisor / Parkway Maintenance	1981
43.)	City of Whittier	Emmett A. May - Tree Maintenance Supervisor	1981
44.)	City of Fullerton	Kathy A Greco - Development Coordinator	1981
45.)	City of San Fernando	Fred L. Morgan - Director	1980
46.)	City of Lynwood	Don V. Snavely - Director of Parks	1980
47.)	City of Lynwood	Don V. Snavely - Director of Parks	1978
48.)	City of Santa Ana	Robert E. Gresham - Director	1978
49.)	City of Los Angeles	Joseph L. Louthan - Supertendent	1977
50.)	City of La Habra	Manuel F. Torres - Tree Maintenance Foreman	1977

The above letters of recommendations are from the following:

1. Mayors (4)
2. Director of Public Works (3)
3. Vice Presidents (3)
4. Presidents (2)
5. Congressmen (1)
6. Federal Judge (1)
7. Fuel Managers (2)
8. Parks & Grounds Superintendent (3)
9. Field Supervisors (2)
10. Tree Supervisors (3)
11. Park & Tree Superintendent (1)
12. Project Manager (1)
13. Public Works Inspector (1)
14. Planning Coordinator (1)
15. Community Coordinator (1)
16. Asst. Director of Public Works (1)
17. Street Superintendents (4)
18. Director of Parks (3)
19. Branch Managers (2)
20. Park Maint. Supervisor (1)
21. Public Works Manager (1)
22. Contract Monitor (1)
23. City Manager (1)
24. Other (4)

Fifty (50) Letters of Recommendation

31 Year Period

(1977 - 2008)

The following quotations have been taken from letters of recommendation that are on file and can be made available upon request. They demonstrate a long history of performing and completing governmental contracts for Cities, Counties, and State agencies in the State of California from 1977 to 2008. I have also included letters of recommendation that I have received from various Bonding Companies, Banks, a Federal Judge, Congressmen, Los Angeles Olympic Organizing Committee, Veterans Administration, S.O.S. Coral Tree Society, and other Businesses and Organizations over a 31 year period from 1977 to 2008. In the last thirty-one years I have successfully directed, supervised and completed contracts of over $60,000,000 dollars for 70 municipalities, the State of California, and 7 California Counties.

Sincerely,

Gus K. Franklin, President

1. **Alliant Driver Commercial Group - Bonding, January 12, 2008**

"We have provided bonding for United Pacific Services for over 4 years. They have exhibited an excellent track record as well as maintained a high credit rating during that time. United Pacific has obtained bonding support for up to $750,000 per project and if need be they could qualify for a larger amount. They are able to get close to $2,000,000 in aggregate bonding as well".

Jay P. Freeman, CPCU, *Jay P. Freeman*

2. **City of Santa Clarita, June 28, 2007**

"I would like to take this opportunity to thank you for your participation in our 18th Annual Arbor Day celebration held at Central Park, on Saturday, May 19th, 2007. All of your efforts assisted the City in celebrating the environmental benefits of trees and helped to make our event a great success. Gus, thanks to you our mission to deliver a fun-filled day of activities and exhibits for the whole family was accomplished. Many thanks for all your help and contributions to our event, especially the free donations and free mulch. All of your support staff and the volunteer time they contributed are greatly appreciated".

Robert Sartain, Urban Forestry Supervisor *Robert Sartian*

3. **Orange County Sanitation District, November 7, 2006**

"On behalf of the Orange County Sanitation District I would like to extend my gratitude to you and your staff for the safe and professional manner in which you addressed the potentially explosive device incident on Wednesday, October 18, 2006. Given the probable danger of such a device, the response you and your staff provided mitigated the risk of possible loss of property and most importantly protected staff in the area. Your actions served as a model for those who find themselves in a similar situation with impending danger and set a good example for others to follow".

James D. Ruth, Interim General Manager *James D. Ruth*

4. **County of Los Angeles, Department of Public Works, October 25, 2006**

"Living Wage Compliance Review; The objective of the review was to ensure that the contractor's employees working on Public Works contracts were paid the living wage and to validate the accuracy of the payroll report submitted. The review includes examining, on a test basis, payroll and other related documents provided by the Contractor. For the period reviewed we did not find any material discrepancies concerning living wage".

Raymond Low, Head, Internal Audit Group *Raymond Low*

5. **City of Highland, January 17, 2005**

"On behalf of the City of Highland residents and staff, I would like to extend our sincere appreciation to United Pacific for the excellent work they have done in weed abatement and tree trimming services for the City. Also, for the services at no cost performed at City Hall and on City owned properties totaling over $6,000.00 in value. Thanks again for your generous gift and we are proud to have you as part of our team".

Sam Racadio, City Manager, *Sam Racadio*

6. **Department of Transportation, January 23, 2004**

"I would like to take this opportunity to thank you for your efforts to consistently include Disabled Veteran Business Enterprises (DVBEs) as subcontractors on State-funded highway contracts. Your efforts to include DVBEs in contracting activities has helped the California Department of Transportation (Department) meet and exceed the mandated three percent DVBE participation goal. The Department appreciates and salutes you in supporting the DVBE Program. The Department looks forward to your partnership as we "Build California" and deliver record levels of highway improvements in 2004".

Jeff Morales, Director *Jeff Morales*

7. **City of Long Beach, January 12, 2004**

"United Pacific Services has been the tree-trimming contractor for Queensway Bay, the Jewel of Long Beach, for the last 3 years. They are very professional, working safely and leaving the job site clean. I have no problem recommending them fully".

Oscar De Leon, Contract Monitor, Queensway Bay *Oscar De Leon*

8. **County of San Bernardino, January 12, 2004**

"This letter is intended to affirm the excellent service that United Pacific Services provided under a Request for Proposal process for the County of San Bernardino on the range of the various fire hazard abatement activities. Their length of service was from September 2000 to August 2002. During this period their responsiveness to inquiry and provision of the men and materials needed to efficiently and effectively address all work assignments was exemplary. Their professionalism was of such high caliber that we utilize their performance as a yardstick to measure others that have followed in the same form of work provision. I highly recommend this firm, with no reservations."

David Brackin, Abatement Supervisor *David Brakin*

9. **City of Los Angeles - Harbor Department, January 12, 2004**

"United Pacific Services, Inc. Is currently under contract to the City of Los Angeles, Harbor Department for tree trimming, removal, and planting. Because of the excellent service received from this company, we renewed their agreement for a second year. The employees at all levels have been responsive and professional. As a result of their knowledge and experience, our trees are in better condition than they ever have been".

Gary Striker, Park Maintenance Supervisor *Gary Striker*

10. **City of Pico Rivera, May 13, 1998**

"On behalf of the City of Pico Rivera Public Works and Recreation and Community Services Department, I would like to take this opportunity to thank your company for the excellent performance demonstrated during the 1997/98 Fiscal Year Tree Trimming Project. The project was completed on time, with no damage to City property and resulted in many favorable reports from the public. It is always a pleasure to work with people who keep commitments and who maintain high standards and let the work speak for itself".

Steven Castellanos, Asst. Deputy Director of P.W. *Steven Castellanos*

11. **City of Highland, January 9, 2004**

"United Pacific Services, Inc. Has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years."

Larry M. Williams, Public Works Manager *Larry M. Williams*

12. **Averbeck Company, Insurance Brokers/Bonds, June 23, 1998**

"We have provided surety credit for this account for several years. They have exhibited a tremendous track record to date and have excellent credit. They currently bond through Redland Insurance Company. Redland has provided surety credit up to the low seven figures per project. Please feel free to give a call if you should have any questions relative to the qualifications and/or bondability of this fine construction contractor".

Jay P. Freeman, Account Executive *Jay P. Freeman*

13. **Department of Transportation - Caltrans, October 1, 1998**

"It has been a while since completion of Contract 11-S881. But, I would like to take this opportunity thank you and your employees for the assistance in helping us to reduce our backlog of tree trimming work. This effort was a new experience for both of us and I was most pleased in your willingness in making adjustments and amendments to the contract to better meet our needs. These changes allowed us a more efficient mix of personnel and equipment to meet our needs as job requirements and work locations changed".

Jeff C. Morgan, Superintendent II *Jeff C. Morgan*

14. **City of Norco, October 12, 1998**

"On behalf of the City of Norco, we wish to thank you for participating in the Annual Country Jamboree. More than 8,000 people enjoyed the activities held at the Community Center along with the spectacular fireworks show held that evening. This year's Jamboree would not be possible without the generous support of organizations such as yourselves. Once again, thank you for your endless support. Your donation was truly appreciated".

Christopher L. Sorensen, Mayor *Christopher L. Sorensen*

15. **Kellogg Supply, Inc., April 14, 1998**

"I am glad that you are back in the industry and contemplating the thought of manufacturing product for us again. It appears that a relationship could benefit both organizations. I enjoyed the tour last week and am hopeful that a working relationship can develop".

H. Clay Kellogg IV, President *H. Clay Kellogg IV*

16. **City of Highland, May 27, 1998**

"Mr. Franklin's personnel have been exceptional. They are very organized when they arrive in the City, get the job done, communicate well with property owners when necessary, and if there are any complaints' make every effort to get them promptly resolved. They also communicate well with City staff and make suggestions where they feel it is in the best interest of the City to do work other then requested. I would strongly recommend Mr. Franklin's Company to any agency for tree trimming and removal services".

Larry M. Williams, Public Works Manager *Larry M. Williams*

17. **City of Norco, March 22, 1996**

"In discussing you company's performance with Buddy Snipes, our Public Works Supervisor, I hear nothing but praise and gratitude for the professional and efficient manner with which you and your workers handle the City's tree maintenance needs. Buddy has advised me that of the companies that have performed tree maintenance services for the City of Norco previously, Mr. Franklin's is by far the best. We greatly appreciate your approach to performing the tree maintenance service, and it is a testimony to that approach that no claims for damages or resident complaints have been received by City Staff. Again, thank you for a job well done, and it is a pleasure to be able to work with your firm for an additional year".

Joseph S. Schenk, Director of Public Works *Joseph S. Schenk*

18. **City of Arcadia, June 3, 1996**

"I am pleased to write this letter for your file. Your crews have just finished our annual tree contract in May, 1996. More than 4,000 trees were trimmed and the overwhelming opinion of the Arcadia residents and myself was of a job well done. At all times you had one or two foremen on the job sites. Their appearance in white shirts and their knowledge was a great help to our residents who had many questions to ask. The traffic control and cleanup lived up to contract specifications and the daily worksheets you fixed, showing the cubic yards of debris removed, were a great help with my reports. In summary, it was a pleasure doing business with you".

Robert A. Lang, Parks & Grounds Superintendent *Robert A. Lang*

19. **City of Simi Valley - Award of Contract on November 18, 1996**

"Total points were determined for each firm's proposal and a ranking was established. The top-rated proposal from Mr. Franklin's Company received 331 of the 360 total possible rating points. The proposal submitted by the firm rated as second place earned 279 points. Based on the points its proposal earned, Mr. Franklin's proposal was selected as the most qualified firm with the best cost proposal".

Agenda Summary, City Council Meeting of November 18, 1996

20. **City of Santa Fe Springs, November 29, 1995**

"In behalf of the City of Santa Fe Springs, I would like to express the City's appreciation for your participation in this year's Christmas tree recycling program. Consolidated Disposal has agreed to provide the roll-off bins needed. With this combined effort, we feel certain that the program will again become a success. I want to thank you in advance for your generosity and participation in this years program".

Luis F. Collazo, Department of Planning and Development *Luis F. Collazo*

21. **Union Bank, Priority Banking, December 8, 1994**

"As of October 1994, Mr. Franklin has at his disposal, a $175,000 line of credit with this institution. Union Bank/Priority Banking is happy to be working with you and Susan. We look forward to a long and mutually rewarding relationship together".

Kelly J. Cooke, Assistant Vice President *Kelly J. Cooke*

22. **Amwest Surety Insurance Company - Bond Division, September 27, 1994**

"Mr. Franklin's company has been a client of Amwest Surety Insurance Company since their reentry into the Public Project Bidding Arena. Our research on the account shows it to be of the highest quality. Our research also shows that they have successfully performed all projects to date. They have performed well on Annual Maintenance Service Contracts to the $ 1 million + Job Size. I would look favorably on issuing Bid and Final Bonds in the $ 1 million + area if requested by Mr. Franklin".

Pat Dolan, Branch Manager *Pat Dolan*

23. **City of Santa Fe Springs, February 11, 1993.**

"Dear Mr. Franklin, On behalf of Santa Fe Springs City Council, please accept our gratitude for your contribution to the City's Christmas Tree Recycling Program. The program would not be possible without your support. Your continuing contributions and efforts toward this program helped preserve precious landfill space. Thank you again from the Santa Fe Springs City Council and residents".

Ronald S. Kernes, Mayor *Ronald S. Kernes*

24. **Congress of the United States, May 17, 1991.**

"Thank you for contacting me to ask that I co-sponsor H.J.Res. 69, to designate the Oak Tree as our national arboreal symbol. Because you have asked, you'll be happy to know that I have signed on as a co-sponsor. If I may be of any further assistance, please let me know".

Estaban E. Torres, Member of Congress *Estaban E. Torres*

25. **City of Garden Grove, November 12, 1990.**

"On Sunday, September 16, hundreds of Garden Grove employees, along with their families and friends, enjoyed the annual City of Garden Grove Employee Picnic at Garden Grove Park. On behalf of these employees, our City Council and residents, I would like to personally thank United Pacific Corporation for its donation which helped to make our event such a success. Please accept the enclosed plaque as a symbol of our sincere thanks. Your generosity and community spirit are greatly appreciated by all who participated".

Walt E. Donovan, Mayor *Walt E. Donovan*

26. **UltraPower Malaga-Fresno, February 9, 1990.**

"United Pacific Corporation has exhibited a level of professionalism rarely found in this business. The company principals have been extremely forthright and honest in all their dealings with us. We have shared data and ideas which have helped both parties achieve more efficient operating levels. Their equipment is up-to-date and well-maintained which, in addition to their highly honed management skills, contributes to their consistency. United Pacific Corporation has been a valuable addition to our biomass fuel supply organization and we're looking forward to many more years of this mutually beneficial business relationship".

R.C. Rodenbach, Fuel Procurement Manager *R.C. Rodenbach*

27. **Sequoia Forest Industries, February 12, 1990.**

"United Pacific's state-of-the-are equipment and product processes are ranked at the top of other competitive processing plants now in operation. Their volumes have continued to increase and the product quality has been excellent. In addition to United Pacific's ability to procure and process fuel materials, their relationship with the co-generation personnel and with the truck carriers has also been excellent. United Pacific has always responded quickly and with concern in solving any problems that may occasionally appear. I would judge their performance to date as being exceptional and hope to continue our current relationship into the future".

El Kessler, Fuel Procurement *El Kessler*

28. **City of West Hollywood, October 14, 1985.**

"The purpose of this communication is to share with you our sincere pleasure in the manner United Pacific is executing this contract. The modern equipment, uniformed personnel, and attention to community relations, indicates a dedicated commitment to excellence in municipal street tree trimming and tree removal. Without reservation, I commend their services and professionalism to your attention and consideration".

John Heilman, Mayor *John Heilman*

29. **S.O.S. Coral Trees, September 26, 1985.**

"On behalf of S.O.S. CORAL TREES, I would like to express our gratitude for the fine job that your firm did in trimming the coral trees on San Vicente Boulevard. It is my understanding that Gus, himself, directed the effort and thus deserves a large share of the credit. Again, we thank you and all of the community thanks you for your good work".

James A. Thomas, President S.O.S. CORAL TREES *James A. Thomas*

30. **Peridian Group, June 22, 1984.**

"I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad. As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see. As president of United Pacific Corporation you can be proud of a job well done".

Vincent Rie Takeuchi, Project Manager *Vincent Rie Takeuchi*

31. **Los Angeles Olympic Organizing Committee, August 12, 1984.**

"On behalf of the LAOOC Architecture and Construction Department, Ed Keen, Dan Stewart and I want you to know how grateful we are for your contribution in creating the biggest event in our lifetime. Because we all worked together as a team, we succeeded. All of our efforts have resulted in each of us becoming a part of history. Congratulations to each of you. Be proud of your contribution. As an expression of our gratitude, we are presenting you with this certificate. Display it with pride for you have earned it. Thank You and farewell. It was truly a great Olympics".

Tak Fujii, Associate Vice President *Tak Fujii*

32. **Veterans Administration, October 25, 1983.**

"I wish to thank and commend you on the very fine job you did pruning, thinning, and shaping the trees at the Los Angeles National Cemetery. Work was accomplished in a very short time and everything was done in a professional manner; it seemed everyone knew his job and did it with the expertise of a professional".

Juanita D. Walker, Director *Juanita D. Walker*

33. **United States District Court, Chambers of Terry J. Hatter, Jr., October 4, 1983.**

"Not only was the work the best we have seen with our palm trees in more than ten (10) years, but it was easily the most integrated group of workers that I have ever seen performing a city project".

Terry J. Hatter, Jr., Judge United States District Court *Terry J. Hatter, Jr.*

34. **City of Newport Beach, January 22, 1982.**

"I would like thank you and your crews for the excellent performance during your tree trimming contract with the City of Newport Beach. The contract was completed very quickly and efficiently. Your crews worked very hard and demonstrated a high regard for public safety and private property"

Jack Brooks, Park Superintendent *Jack Brooks*

35. **City of Beverly Hills, October 2, 1981.**

"Mr. Franklin has a first-class operation which has exceeded my expectations in all areas, including trimming, traffic safety and clean-up. The mobil sweeper puts the finishing touch on an already superb job".

Don Boynton, Public Works Inspector *Don Boynton*

36. **City of Yorba Linda, September 8, 1981.**

"The City of Yorba Linda, Public Works Department, entered into a contractual agreement with Mr. Franklin's Tree Company in 1975, and the City has been very fortunate in being able to extend their present contract to this date. Their regard for the public safety and protection of private property adjacent to work sites is apparent and excellent".

Louie Gomez, Street Superintendent *Louie Gomez*

37. **City of Carson, September 2, 1981.**

"During the past several years Mr. Franklin's Tree Company has been selected by the City of Carson to perform a variety of tree trimming services totaling approximately Three-hundred and Fifty-Thousand ($350,000.00) dollars. During that period of time, I am pleased to state that their work was performed most satisfactory and in accordance with the Plans and Specifications. The City of Carson found the firm to be most efficient and diligent in the prosecution of their responsibility".

Howard B. Homan, Director Parks and Recreation Department *Howard B. Homan*

38. **City of La Habra, September 1, 1981.**

"The work performed by this company has been superior in quality and quantity. Mr. Franklin has always been cooperative and very pleasant to do business with. I have found him to be highly reliable and honest, and do not hesitate to recommend his company to anyone inquiring about tree trimming contractors".

Manuel Torres, Tree Maintenance Foreman *Manuel Torres*

39. **City of Buena Park, September 3, 1981.**

"Mr. Franklin's Tree Company performed all of their work in a very professional and workmanlike manner, showing a high degree of experience and knowledge in arboriculture".

Gordon Smith, Supervisor/Street Trees *Gordon Smith*

40. **Surety Insurance Company of California, May 5, 1981.**

"Our Company is presently bonding Mr. Franklin, and we are prepared to extend credit to the extent of $1,000,000 in the aggregate. It is our opinion that Mr. Franklin is a capable contractor with adequate resources to finance the work he undertakes".

Madelaine Gentry, Assistant Manager, Surety Bond Department *Madeline Gentry*

41. **City of Garden Grove, June 8, 1981.**

"In the first phase, which called for trimming nearly 800 trees (Elms, Peppers, and Ficus) dispersed throughout several zones, the specifications were fully met. We had only one citizen call on a damaged sprinkler which you had repaired to the satisfaction of the property owner. One of our Council Persons publicly complimented the work performed by your crews. A copy of the minutes is enclosed. Overall, the price was unbelievable and quality of work, excellent. I am confident that the second phase, calling for trimming an additional 1,500 trees, will be equally satisfactory to all concerned".

Lou Herz, Parks Superintendent *Lou Herz*

42. **City of Fountain Valley, September 4, 1981.**

"The manner in which Mr. Franklin coordinated the scheduling, performed the trimming and clean-up was very satisfactory. Mr. Franklin's method of utilizing a street sweeper after trimming both expedited the clean-up and made a good impression for public relations. In addition, their efficient method of operation created no citizen complaints".

David L. Christensen, Field Supervisor/Parkway Maintenance *David L. Christensen*

43. **City of Whittier, September 2, 1981.**

"During the time that they have been under contract, they have handled the public contacts well. The company has always had the necessary bonding. The jobs have been completed in the required time. The specification for trimming has been followed as required in the contracts".

Emmett A. May, Tree Maintenance Supervisor *Emmett A May*

44. **City of Fullerton, September 8, 1981.**

"The work was done in difficult terrain and included a large variety of mature trees. Both the Community Services Department and Landscape Maintenance Department were satisfied with the quality of the work. The pruning operation, under the direction of foreman Chuck Patana, was very professional. The job was completed well within the contract time limit".

Kathy A. Greco, Community Services, Development Coordinator *Kathy A. Greco*

45. **City of San Fernando, April 16, 1980**

"The first phase in the initial year of your contract with the City of San Fernando is now completed and in behalf of the City, and myself, I wish to thank you for not only the thoughtful and courteous conduct that you and your staff displayed to all our citizenry, but also the expeditious and highly professional manner in which you completed the work. To trim, and this is predominantly a major trim, some 2,006 trees in less than six weeks, in a season of rainfall that was most intense and record breaking, must be and is considered the mark of a professional who is fully knowledgeable of every aspect of his job. It is a pleasure to have this working relationship with you and your excellent company".

Fred L. Morgan, P.E., Director *Fred L. Morgan*

46. **City of Lynwood, June 10, 1980.**

"Thank you for assisting this department in continuing its efforts to inform and serve the residents of Lynwood more efficiently".

Don V. Snavely, Director of Recreation & Parks *Don V. Snavely*

47. **City of Lynwood, November 21, 1978.**

"This Company has the capability of the most sophisticated and efficient street tree maintenance program. They maintain and operate a wide range of the most modern street tree equipment and vehicles with well trained crews. Mr. Gus Franklin personally supervises their operation and he has been extremely understanding and cooperative in his relationships with city employees and officials. The City of Lynwood is very pleased with the past performance of this Company and does not hesitate to endorse their services".

Don V. Snavely, Director of Recreation & Parks *Don V. Snavely*

48. **City of Santa Ana, April 10, 1978.**

"Your tree maintenance contract with the City of Santa Ana has now been accomplished and at this time I would like to congratulate your Company on a job well done. Regard for public safety and protection of private property adjacent to the work sites was apparent. Citizen comment while work was in progress was of a positive nature. Excellent communications were established and maintained with our tree Supervisor, Jess Standridge, and when on several occasions it was necessary to return for additional work at a specific location your response was immediate. In all aspects this contract was executed in a highly professional manner. It's been a pleasure to have worked with you".

Robert E. Gresham, Director *Robert E. Gresham*

49. **City of Los Angeles, December 6, 1977.**

"All tree work performed by Mr. Gus Franklin was most satisfactory, and completed well within the time called for in the contracts".

Joseph L. Louthan, Superintendent *Joseph L. Louthan*

50. **City of La Habra, December 5, 1977.**

"This is to verify that the Tree Company under the ownership of Gus Franklin has done (2) contracts for us this year, consisting of a total of 640 trees, trimmed to our specification. All work performed by this Company was done to our specifications and to our satisfaction".

Manuel F. Torres, Tree Maint. Foreman *Manuel F. Torres*

Certificate of Merit

This Certificate of Merit was presented to **Gus K. Franklin** *by* **Peter V. Ueberroth**, *President of the Los Angeles Olympic Organizing Committee, in recognition and appreciation to United Pacific Corporation for our contribution to the success of the Games of the* XXIII *Olympiad held in Los Angeles, in 1984.*

IN RECOGNITION AND
APPRECIATION TO

United Pacific

FOR YOUR CONTRIBUTION TO
THE SUCCESS OF THE
GAMES OF THE XXIII OLYMPIAD
LOS ANGELES 1984

Paul Ziffren Peter V. Ueberroth Harvey L. Usher

Arbor Age

Magazine

May, 1984

SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AND SITE FOR THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

Peridian Group

June 22, 1984

United Pacific Corporation
12815 E. Imperial Highway
Suite A
Santa Fe Springs, CA 90670

Reference: Exposition Park, Olympics 1984

I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad.

As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see.

As president of United Pacific Corporation you can be proud of a job well done.

Best personal regards,

PERIDIAN GROUP

Vincent Rie Takeuchi
Project Manager

VT:jk

Landscape Architecture/Planning
17848 Sky Park Boulevard, Irvine, California 92714 (714) 261-5120
1301 Broward East, Fort Lauderdale, Florida 33301 (305) 462-4962 5195 Las Vegas Boulevard South, Las Vegas, Nevada 89119 (702) 798-5237
Principals: Courtland Paul, Arthur Beggs, Shinji Nakagawa, Gerald Pearson, Rae L. Price, Dennis M. Taylor, Dennis Anderson, Donald Hemry, Barry Jesmer
Associates: Ronald Wong, Dennis R. Yonge, Michael McKay, Frank R. Marczynski, Robert Clark, John R. Van Derhoof, Michael A. Green

Certificate of Merit

City of Los Angeles

FOUNDED 1781

Mayor's Certificate of Appreciation

As MAYOR of the CITY OF LOS ANGELES I am pleased to recognize the outstanding activities of the

United Pacific Corporation

THIS MAYORS CERTIFICATE of APPRECIATION is awarded to your organization for outstanding efforts and accomplishments which have been of great benefit to your community and particularly to the CITY of LOS ANGELES.

Date: February 8, 1991

Tom Bradley
Mayor

ATTACHMENT B

Bid Detail Information

Bid Number : PW-ASD 730
Bid Title : Landscape Maintenance Services - East and West Areas (2008-PA039)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 7/7/2008
Closing Date : 7/21/2008 10:00 AM
Bid Amount : $ 77,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance Services - East and West Areas (2008-PA039). Each area will be awarded and evaluated independently. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at http://dpw.lacounty.gov/asd/contracts or from Mr. Edwin Manoukian at (626) 458 4057, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers or any subcontractor(s) must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposers or their managing employees and any subcontractors must have at least five years of experience providing landscaping services. Also, Proposer's on-site supervising employee must have at least two years of experience supervising landscaping services. In addition, the Proposer or any subcontractor(s) must hold a valid and active California issued landscaping license, Contractor Classification C-27, and a valid State of California issued arborist certification.

AREAS FOR LANDSCAPING
AREA ESTIMATED ANNUAL AMOUNT
East Area $31,000
West Area $46,000

A Proposers' Conference will be held on Monday, July 21, 2008, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.
The deadline to submit proposals is Monday, August 4, 2008, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number above.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 7/7/2008 4:44:43 PM

Back to Last Window