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

GAIL FARBER, Director

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

December 15, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 DECEMBER 15, 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, California 90012

Dear Supervisors:

AWARD OF CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES DOMINGUEZ GAP SPREADING GROUNDS IN THE CITY OF LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)

SUBJECT

This action is to award a contract for landscape maintenance services for Wetlands Projects located on the east and west sides of the Los Angeles River from Del Amo Boulevard south to the Metro Line, which is known as Dominguez Gap Spreading Grounds.

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 Dominguez Gap Spreading Grounds in the annual sum of $254,624 plus $6,000 annually to cover estimated debris disposal fees, to United Pacific Services, Inc., located in La Habra, California, and direct the Chair to execute the contract. This contract will be for a period of one year commencing upon your Board's approval with four 1-year renewal options, not to exceed a total contract period of five years and a potential maximum contract sum of $1,273,120 plus $30,000 for estimated debris disposal fee.

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 maintenance services for Wetlands Projects located on the east and west sides of the Los Angeles River from Del Amo Boulevard south to the Metro Line, which is known as Dominguez Gap Spreading Grounds. The work to be performed will consist of cutting seeded grass and wildflowers; trimming and care of trees, shrubbery, and vines; weed and litter removal; operation and management of irrigation systems; and rodent control. 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 $254,624 plus $6,000 annually to cover estimated debris disposal fees, and an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual utilization of the services and the unit prices quoted by the contractor.

The Board of Supervisors' (Board) direction to negotiate contract cost reductions in exchange for a contract extension does not apply to this contract because this was an active solicitation underway prior to June 16, 2009. Public Works successfully negotiated with the contractor to reduce their rate by 10 percent from an estimated annual cost of $282,915 to $254,624 without adding extension years.

Funding for these services is included in the Fiscal Year 2009-10 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds for 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 (Enclosure 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 upon your Board's approval 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 and a potential maximum contract sum of $1,273,120 plus $30,000 for estimated debris disposal fee.

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 April 13, 2009, 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 April 14, 2009, Public Works solicited proposals from 407 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On May 14 2009, five proposals were received. One proposer withdrew its proposal. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All 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 using the informed averaging methodology. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost contractor, United Pacific Services, Inc.

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

GF:GZ:cg

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

BOARD EXECUTE

ENCLOSURE A

Agreement

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

UNITED PACIFIC SERVICES, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES - DOMINGUEZ GAP
SPREADING GROUNDS (2009-PA003)

TABLE OF CONTENTS

AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES - DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

AGREEMENT .....

EXHIBIT A Scope of Work .....

EXHIBIT B Service Contract General Requirements

Section 1 Interpretation of Contract

A. Ambiguities or Discrepancies .....

B. Definitions .....

C. Headings.....

Section 2 Standard Terms and Conditions Pertaining to Contract Administration

A. Amendments.....

B. Assignment and Delegation.....

C. Authorization Warranty .....

D. Budget Reduction .....

E. Complaints .....

F. Compliance with Applicable Laws .....

G. Compliance with Civil Rights Laws .....

H. Confidentiality .....

I. Conflict of Interest .....

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

K. Consideration of Hiring GAIN and GROW Participants.....

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

M. Contractor's Charitable Activities Compliance .....

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

O. County's Quality Assurance Plan .....

P. Damage to County Facilities, Buildings, or Grounds .....

Q. Employment Eligibility Verification .....

R. Facsimile Representations .....

S. Fair Labor Standards .....

T. Governing Laws, Jurisdiction, and Venue .....

U. Nondiscrimination and Affirmative Action .....

V. Nonexclusivity .....

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

X. Notice of Delays .....

Y. Notice of Disputes .....

Z. Notice to Employees Regarding the Federal Earned Income Credit ..

AA. Notices .....
BB. Publicity .....
CC. Public Records Act .....
DD. Record Retention and Inspection/Audit Settlement .....
EE. Recycled-Content Paper Products .....
FF. Subcontracting .....
GG. Validity .....
HH. Waiver .....
II. Warranty Against Contingent Fees .....

Section 3 Terminations

A. Termination for Breach of Warranty to Maintain Compliance with County's Support Compliance Program .....
B. Termination/Suspension for Convenience .....
C. Termination/Suspension for Default .....
D. Termination for Improper Consideration .....
E. Termination/Suspension for Insolvency .....
F. Termination for Nonadherence of County Lobbyists Ordinance .....
G. Termination/Suspension for Nonappropriation of Funds .....

Section 4 General Conditions of Contract Work

A. Authority of Public Works and Inspection .....
B. Cooperation .....
C. Cooperation and Collateral Work .....
D. Equipment, Labor, Supervision, and Materials .....
E. Gratuitous Work .....
F. Jobsite Safety .....
G Labor .....
H Labor Law Compliance .....
I. Overtime .....
J. Permits/Licenses .....
K. Prohibition Against Use of Child Labor .....
L. Public Convenience .....
M. Public Safety .....
N. Quality of Work .....
O. Quantities of Work .....
P. Safety Requirements.....
Q. Storage of Materials and Equipment .....
R. Transportation.....
S. Work Area Controls .....

Section 5 Indemnification and Insurance Requirements

A. Independent Contractor Status .....
B. Indemnification .....
C. Workplace Safety Indemnification .....
D. General Insurance Requirements .....
E. Compensation for County Costs .....
F. Insurance Coverage Requirements for Subcontractors .....
G. Insurance Coverage Requirements .....

Section 6 Contractor Responsibility and Debarment
A. Responsible Contractor .....
B. Chapter 2.202 of the County Code.....
C. Nonresponsible Contractor. .....
D. Contractor Hearing Board. .....
E. Subcontractors of Contractor .....
Section 7 Compliance with County's Jury Service Program
A. Jury Service Program.....
B. Written Employee Jury Service Policy.....
Section 8 Safely Surrendered Baby Law Program
A. Contractor's Acknowledgment of County's Commitment to the Safely Surrend Baby Law .....
B. Notice to Employees Regarding the Safely Surrendered Baby Law ...
Section 9 Compliance with County's Living Wage Program
A. Living Wage Program .....
B. Payment of Living Wage Rates .....
C. Contractor's Submittal of Certified Monitoring Reports .....
D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violation and Cl .....
E. County Auditing of Contractor Records .....
F. Notifications to Employees.....
G. Enforcement and Remedies .....
H. Use of Full-Time Employees .....
I. Contractor Retaliation Prohibited .....
J. Contractor Standards .....
K. Neutrality in Labor Relations .....
Section 10 Transitional Job Opportunities Preference Program.....
Section 11 Local Small Business Enterprise (SBE) Preference Program.....
Section 12 Proprietary Considerations.....

EXHIBIT C Internal Revenue Service Notice 1015
EXHIBIT D Safely Surrendered Baby Law Posters
EXHIBIT E Statement of Equipment
EXHIBIT F.1 Maps For East Bank
EXHIBIT F.2 Maps For West Bank
EXHIBIT G Monthly Wetlands Maintenance Reports
EXHIBIT H Dominguez Gap Wetlands Operations and Maintenance Manual
EXHIBIT I Planting Plans and Plant Palette

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AGREEMENT FOR

LANDSCAPE MAINTENANCE SERVICES – DOMINGUEZ GAP

SPREADING GROUNDS (2009-PA003)

THIS AGREEMENT, made and entered into this 15th day of December, 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 Californian 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 May 14, 2009, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services – Dominguez Gap Spreading Grounds (2009-PA003).

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 and F2, Dominguez Gap Spreading Grounds Maps; Exhibit G, Monthly Wetlands Maintenance Reports; Exhibit H, Dominguez Gap Wetlands Operations and Maintenance Manual; Exhibit I, Planting Plants and Plant Palette; the CONTRACTOR'S proposal, all attached hereto; all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's 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-2.2, an amount not to exceed $254,624 per year, plus $6,000 to cover estimated debris 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 upon Board's approval. 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 ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month to month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

No 77207

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/hourly rates quoted in Form PW-2.2, 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 COUNTY 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 I, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with this Contract's 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 Gloria Molina
Chair, 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

No 77207

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By Carole Suzuki
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 DEC 15 2009

Sachi A. Hamai
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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 11/09/09 (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 Susan K Franklin
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: Agreement for Landscape Maintenance – Dominguez Gap

Document Date: No Date Number of Pages: Four

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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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2009

PRODUCER Phone: 909-886-9861 Fax: 909-886-2013
Alliant Insurance Services, Inc.
735 Carnegie Drive, Suite 200
San Bernardino CA 92408

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Company	24198
INSURER B: Golden Eagle Insurance Corp	10836
INSURER C: Assurance Co Of	19305
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	CBP8403015	3/26/2009	3/26/2010	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$500,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 10,000
		X PD Ded:				PERSONAL & ADV INJURY	$ 1,000,000
		$1,000				GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		POLICY X PRO-JECT LOC					
B	X	AUTOMOBILE LIABILITY	BA8403615	3/26/2009	3/26/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B	X	EXCESS/UMBRELLA LIABILITY	CU8403915	3/26/2009	3/26/2010	EACH OCCURRENCE	$ 1,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$ 1,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC0342519800	7/1/2009	7/1/2010	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

Re: Job #2009-PA003, Landscape Maintenance Services - Dominguez Gap Spreading Grounds.
County of Los Angeles, Department of Public Works, its Special Districts, its officials, officers and employees are additional insureds as per form attached.

CERTIFICATE HOLDER

County of Los Angeles, Department of Public Works Administrative Services Division
P.O. Box 1460
Alhambra CA 91802

CANCELLATION *10 Day Notice for Non-Pay

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

AUTHORIZED REPRESENTATIVE Jay P Freeman

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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 Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
County of Los Angeles, Department of Public Works Administrative Services Division P.O. Box 1460 Alhambra CA 91802	Re: Job #2009-PA003, Landscape Maintenance Services - Dominguez Gap Spreading Grounds. County of Los Angeles, Department of Public Works, its Special Districts, its officials, officers and employees are additional insureds as per form 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 include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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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 Person or Organization:
County of Los Angeles, Department of Public Works Administrative Services Division P.O. Box 1460 Alhambra CA 91802

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

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO GOLD ENDORSEMENT

This endorsement modifies insurance provided under the following:

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 form 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 a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred 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.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) $50,000.

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto."

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.

7. Customized Furnishings Coverage

We will pay with respect to a covered "auto" for "loss" to custom furnishings including, but not limited to:

a. Special carpeting and insulation;

b. Height-extending roofs;

c. Custom murals, paintings, or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

a. Actual cash value of the stolen or damaged property as of the time of the loss; or

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b. The amount necessary to repair or replace the property; or

c. $500.

This coverage does not apply to electronic equipment.

8. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. Exclusions

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

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2. **Duties In The Event of Accident, Claim, Suit, or Loss**

a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the accident or loss took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.**, but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

7. e. is added:

e. All parts of the world for an "auto" you hire for less than 30 consecutive days, if the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in 7. a - 7. d.

9. is added:

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

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SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICES - DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Steve Lipka of Flood Maintenance Division, who may be contacted at (562) 861-0316, e-mail address: slipka@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 4:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Background and Work Location

Wetlands Management, including landscaping and grounds maintenance services, is to be provided at the spreading grounds within the County. The locations, shown on Exhibits F1 and F2, are as follows:

1. Dominguez Gap Spreading Grounds

The Dominguez Gap Spreading Grounds are located at 500 West Del Amo Boulevard, North Long Beach, California 90805. The Dominguez Gap Wetlands Project is located along the Los Angeles River (LA River) south of Del Amo Boulevard and north of the 405 Freeway in what is known as the Dominguez Gap Spreading Grounds. The spreading grounds consist of two retention/infiltration basins, one on each side of the LA River. Water enters the East Basin from a diversion in the low-flow channel of the LA River and through local storm drains, the largest of which is the Project 130 Storm Drain. Excess flows in the east basin can either be pumped to the river through the existing Dominguez Gap Pump Station or transferred to the West Basin through a siphon across the LA River. Work areas for the east and west basins are estimated at forty-nine (49) acres including thirty-four (34) acres of wetland and include all landscaped planted areas with irrigation lines and hardscape, which consists of bike trails, pedestrian trails, benches, shelter houses, viewing stations, rest areas, decomposed granite areas, and educational and directional signage. Furthermore, trees should only be trimmed and maintained as often as needed to prevent from encroaching onto the horse trails.

C. Dominguez Gap Wetlands Operation and Maintenance Manual

Where applicable, work shall be performed in accordance with the Dominguez Gap Wetlands and Maintenance Manual. Should the manual be inconsistent

with this Scope of Work or other contract provisions, Contractor shall request guidance from the County Contract Manager.

D. Waste Collector Permit

Contractor must have and maintain a valid waste collector permit issued by the Los Angeles County Department of Public Health and present it to Contract Manager for approval before the start of work.

E. Reduction of Work

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise, should the County fail to determine a need for services under this Contract. If work specified by the County's representative under this contract is underperformed, County reserves the right to determine the amount of final payment for the service. 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.

F. Work Description

The Contractor shall provide wetland maintenance services in accordance with these Specifications. The wetland is intended to mature as it would in its natural setting and attract various species of wildlife. Due to this, the Contractor must retain an environmental specialist who is knowledgeable in wetland vegetation and wildlife to assist in the management of the vegetation to ensure its potential. All tasks requiring technical and environmental guideline shall be performed at the direction of the environmental specialist. Contractor is responsible for repairing damage to land, structures, and plants resulting from failure to consult an environmental specialist.

Contract Manager will determine weekly, the percentage of work not completed for each item listed in Exhibit H. In case of untimely, inadequate or nonperformance of required work, payment for all the incomplete work will be withheld at the end of each month. The Contractor shall not be allowed to store or stockpile on the slope and bottom of the wetlands. The Contractor will have to enter the water to perform various tasks such as but not limited to litter control, weed and exotic species control. **The Contractor shall assign a minimum of four (4) laborers to maintain the project not including supervisors. On occasion, weeds will grow throughout both basins at an exponential rate. As this occurs, the size of the crew must be increased to handle this work load prior to the weeds going to seed.**

1. Tree and Shrubbery Trimming and Care
(Form PW-2, Schedule of Prices, Item 1)

Contractor shall furnish all labor, supervision, equipment, and materials to maintain the trees, shrubs and ground cover under the specified conditions as followed. The Contractor shall monitor the growth of both newly planted and older trees and shrubs. The Contractor will trim shrubs to the satisfaction of the Department's representative. The Contractor will perform an inspection of the spreading grounds/wetlands at least twice a month. Contract Manager will determine weekly the percentage of work not completed for each item listed in Exhibit G. In case of untimely, inadequate or nonperformance of required work, payment for all uncompleted weekly percentages will be withheld at the end of each month.

a. The Contractor shall perform tree trimming as needed to accomplish the following at all times:

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

   ii. Prevent encroachment on adjacent property and provide the required vertical clearances which are 7 feet for pedestrian areas and 14 feet for vehicular roadways and bike paths.

b. The Contractor shall adhere to the following trimming procedures:

   i. 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.

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

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

   iv. Prune trees with the following goals: to select and develop permanent scaffold branches that have a vertical spacing from 18 to 48 inches and radial orientation so they do not cross each other, to eliminate diseased or damaged growth, to eliminate narrow V-shaped branch forks that lack strength, to reduce toppling and wind damage by thinning out crowns, to maintain growth within space limitations, to maintain a natural appearance, and to balance crown with roots.

v. Under no circumstances shall stripping of lower branches (rising up) of young trees be permitted. Lower branches shall be retained in a "tipped-back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches can be cut flush with trunk only after the tree is able to stand erect without staking or other support.

vi. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required or at the request of the County.

vii. Stakes, guys, and ties shall be used where the tree diameter is less than 3 inches or if the tree has been damaged and requires staking for support.

viii. Stakes, guys, and ties shall be adjusted to allow trees to sway freely and to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds.

c. Shrubbery shall be trimmed at all time to restrict growth onto the adjacent roads, driveways, and walkways. All shrubbery shall be kept trimmed to a maximum height of 4 feet to maintain safe vehicular and pedestrian visibility at path crossings. It is the 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. All ornamental and ground cover plants adjacent to roadways, bike paths, and sidewalks shall be kept away at all time from the paved surfaces. The ground cover is to be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb fencing, shrubs, or trees shall be pruned. The height of cut of the vegetation shall be not less than 3 inches or more than 4 inches.

e. The Contractor shall, within 72 hours upon notification by the County's representative, remove and dispose of all trees which are downed by either natural or unnatural causes. Stumps shall be dug out or buried to 12 inches below grade, the wood chips removed, and the hole backfilled to grade with soil.

f. Fertilize all planting areas as follows. Contract Manager will be notified prior to the application. Contractor will attach fertilizer invoices with the monthly report(s):

   i. Avoid applying fertilizer to root balls and bases of main stems; rather, spread fertilizer evenly around plants to drip line. Distribute fertilizer evenly over turf or ground cover areas to avoid patchy coloration.

   ii. Contractor shall obtain an approval of the fertilizer from the Contract Manager prior to the start of the fertilization operation.

g. All dead or diseased plants shall be removed as they develop. See Form PW-2, As-Needed Services, concerning plant replacements.

h. The Contractor shall restore worn, eroded decomposed granite areas at least once a year and apply a stabilizer over the surface as needed.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

2. <u>Weed Control</u>
(Form PW-2, Schedule of Prices, Item 2)

Contractor shall furnish all labor, supervision, equipment, and materials to remove all weeds within the landscaped and wetland areas, including, but not limited to, planted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses and bicycle paths on a weekly basis. Public Works will not reimburse the Contractor for materials furnished or purchased to complete the work for this item. Contractor shall remove and dispose of all weeds before they reach 4 inches. Contract Manager will determine weekly the percentage of acres not completed for each item listed in Exhibit G. In case of untimely, inadequate or nonperformance of required work, payment for all the uncompleted weekly percentages will be withheld at the end of each month.

a. Landscape Areas

The Contractor shall remove weeds before reaching 4 inches tall. All perennial weeds, morning glory, vine-type weeds, ragweed, or other underground spreading weeds shall be kept under strict control throughout the year. Weeds may be removed by hand or by

cultivation where appropriate. Avoid frequent soil cultivation next to trees or shrubs that destroys shallow roots. Use mulches to help prevent weed seed germination. The Contractor may use preemergent weed control as often as deemed necessary. Contract Manager shall be notified before every use of any chemical spray.

b. Stone, Wood Chip, Pavement Cracks, and Gravel Areas

The Contractor shall remove all weeds over 4 inches tall or groups of weeds spreading 12 inches or more, which are growing in the landscape stone, decomposed wood chip, and decomposed granite areas. Weeds may be removed by hand, weed whipping, or the use of chemical weed control.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

3. Litter Control and Rodent/Insect Control
(Form PW-2, Schedule of Prices, Item 3)

a. Litter Control

The Contractor shall furnish all labor, supervision, equipment, and materials to remove litter, nonhazardous waste materials, and accumulated debris at the Wetlands, including, but not limited to, planted areas, rock areas, decomposed granite areas, rest areas, along fence perimeter, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses and bicycle paths on a weekly basis. Contract Manager will determine weekly the percentage of acres not completed for each item listed in Exhibit G. In case of untimely, inadequate, or nonperformance of required work, payment for all uncompleted weekly percentages will be withheld at the end of each month.

i. 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, 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.

ii. Sweep and pick up litter along the equestrian trails, adjoining maintenance roads and driveways, gravel areas and all landscaped areas.

iii. Pick up animal feces along the equestrian trails, adjoining maintenance roads and driveways, landscaped areas, pedestrian trails, viewing stations, shelter houses and gravel areas. Furthermore, the Contractor shall maintain the dog waste stations on an as-needed basis to include replacement or repair of stations if stolen or vandalized, replenishment of waste bags, and removal of accumulated waste bags from the receptacles. Remove litter along the perimeter of the Wetlands adjacent to street sidewalks and property owners. The Contractor shall notify the Contract Manager of the location of dumping of trash, foliage, articles of furniture, construction debris, etc., by residents or businesses along right of way fence bordering the Spreading Grounds Wetlands.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

b. Rodent and Insect Control
(Form PW-2, Schedule of Prices, Item 3)

The Contractor shall furnish all labor, supervision, equipment, and materials to inspect weekly and maintain at all time the landscaped areas free of rodents and insect infestations. Contractor will attach bait invoices with the monthly report(s).

i. 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. Rodenticide products used in this Contract shall be recommended by a licensed Pest Control Advisor. Invoices as proof for such use should be attached with the monthly report to Contract Manager for processing payment.

ii. All areas shall be maintained free of bee hives and other

insect infestations since they pose a threat to workers, pedestrians, and bicycle riders. The preferred method of control shall be biological control or with nontoxic, biodegradable, organic materials. If stronger materials are needed, only materials that are recommended and approved by a Public Works' licensed Pest Control Advisor and are Environmental Protection Agency approved and regulated shall be used. Only registered and licensed Pest Control Operators shall apply insecticide or chemical applications. Contractor shall notify Contract Manager a minimum of five working days before any chemical applications.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

4. Irrigation System Management
(Form PW-2, Schedule of Prices, Item 4)

The Contractor shall be responsible for the operation and maintenance of the irrigation system. This includes insuring that the automatic irrigation controllers are working properly and providing the various species of plants with the proper amount of water. All irrigation control boxes will be kept clear of vegetation.

The Contractor shall furnish all labor, supervision, equipment, and materials for this work. The irrigation system is designed for minimum operation pressure of 90 psi and is automatically controlled through electrically powered irrigation controllers and remote control valves. There are four (4) Calsense automatic controllers at the Dominguez Gap Spreading Grounds Wetland (three in the east basin and one in the west basin) with bubbler and drip systems. The system includes mainline flow meters and a booster pump at the north end of the east basin.

a. The Contractor shall operate the irrigation system so it does not cause excessively wet, waterlogged areas. Native and drought-tolerant plant material has been used throughout the project and requires 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.

b. When determining the watering schedule (controller settings for water quantities and frequencies), the Contractor shall consider the season, weather (rainfall and temperature), variation in size, and

varieties of plants, along with the desired infrequent deep-watering technique. Seasonal controller rescheduling of circuits (systems) should occur at least four times during the year, usually at each change of season.

c. During the rainy season, the Contractor shall turn off the irrigation system at the controller at the beginning of rain or when the soil has a high enough moisture content. The Contractor shall turn on the irrigation system at the controller after a rain or when the soil's moisture content requires watering.

d. At the request of the Contract Manager, the Contractor shall use a moisture-sensing device to determine water penetration into the soil.

e. The Contractor shall provide one irrigation technician working for up to two days a week to manually water the areas that are waiting for the repair of an automatic irrigation controller. Only time spent beyond one irrigation technician for two days a week can be charged under As-Needed Services for manual watering.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

5. Irrigation System - Inspection, Maintenance, and Repair
(Form PW-2, Schedule of Prices, Item 4)

The Contractor shall:

a. Report all missing, damaged, worn, or incorrect operation of the irrigation system parts to the Contract Manager by the end of the day and include that information as an attachment to Exhibit G, Monthly Wetlands Maintenance Report.

b. Cycle controller(s) through each station manually and automatically to determine if all facets of the irrigation system are functioning. This inspection shall be performed once a month or more frequently if problems/conditions indicate a need.

c. Recover, replace, and/or refasten displaced or damaged valve box covers.

d. Inspect the bubbler heads twice a month to verify plants are being watered. Repair or replace damaged bubbler heads and risers and clean or replace clogged bubbler heads and risers as necessary.

e. Immediately repair or replace all broken drip lines or emitters that are causing a loss of water creating ponding or erosion.

f. Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control values shall be inspected and cleaned every month.

g. Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year.

h. Maintain and check the function of drip system as follows:

   i. Flush all drip circuits once every two months for a minimum duration of one minute.

   ii. Remove and clean all surfaces of the drip filter with a high pressure water spray once every two months.

   iii. Rebury the exposed drip emitter line to depth as specified.

   iv. Check for the operation of barbed drip emitters as specified at all trees once every two months while circuit is under pressure.

   v. Check for leaks in each drip valve system once every two months while circuit is under pressure.

   vi. Inspect slopes for erosion during each maintenance activity. All erosion with four (4) inches or deeper rills shall be covered and compacted within 24 hours. Soil deposition at the base of the slope shall be used to fill the rills and holes where the erosion occurred. The Contractor shall report excessive erosion as an attachment to Exhibit G, Monthly Wetlands Maintenance Report.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

6. <u>Trash Boom(s)</u>
(Form PW-2, Schedule of Prices, Item 5)

The Contractor shall be responsible for the primary maintenance of the trash boom(s). This includes the trash booms annual inspection and the as-needed cleaning of the boom itself. The Contractor will complete this

in September prior to the wet season, monthly during the wet season, and once in June. This frequency may be adjusted to meet changing conditions. For further trash boom instruction, contact the Contract Manager.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

7. Weir Gate and Stoplogs
(Form PW-2, Schedule of Prices, Item 5)

Contractor shall inspect, maintain and operate the weir gate and inspect and operate the sloplogs. The stoplogs do not require maintenance, but need to be visually inspected annually for damage. The maintenance required for the weir gates include operation of the gates at least every 3 months to prevent them from locking up and annual greasing of operators, as instructed by the manufacturer.

The goal of the weir gate and the stoplogs is to maintain between 6 and 24 inches of water in the emergent zones through the north half of the wetlands. During the early phases of the contract, the depth will vary considerably between the northernmost zone and the southernmost zone. As the wetland matures, this variability will decrease until all the zones will be about the same depth, between 18 and 24 inches.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

8. Wetland Vegetation Maintenance
(Form PW-2, Schedule of Prices, Item 6)

The Contractor shall:

a. Perform draining or drawdown of wetland, and harvesting vegetation with appropriate equipment.

b. Use only rubber tired equipment for operation in the wetlands. Amphibious harvesting equipment is also acceptable for wetland management.

c. Weed and nuisance plant control will be implemented on overly aggressive weeds in wetlands (especially Transitional Marsh). Willows, if established, will be cut at the base, with application of full strength herbicide to the cut base. Aquatic vegetation such as, but not limited to, Algae and Primrose will be removed using

appropriate water craft and harvesting equipment. Herbicide approved for application in aquatic systems will be used for this.

d. Perform Wildlflower and Meadow Maintenance (Herbaceous Groundcovers) that applies to Native Shrub and Riparian Woodland where wildflower seed becomes well established.

e. Perform Grass, Sedge, and Yarrow Management which may apply to portions of the Transitional Marsh.

f. Perform Vine Maintenance Management which may apply to some areas of screening vegetation.

j. Remove any unwanted hydroseed throughout both basins. This hydroseed may consist of existing dead hydroseed or hydroseed flowers that have developed in the hydroseeded areas. A list of these flowers is provided in Exhibit H.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

9. Upland and Riparian Landscape Maintenance
(Form PW-2, Schedule of Prices, Item 6)

Maintenance shall include the following: vegetation management, seasonal timing of maintenance for environmental protection, flood control, safety issues and public perception. Documentation of vegetation conditions requiring maintenance and appropriate post-maintenance conditions are required. Documentation will be done in writing and photographs will be taken.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

10. Wetland Landscape Maintenance
(Form PW-2, Schedule of Prices, Item 6)

Maintenance shall include the following: vegetation management, seasonal timing of maintenance for environmental protection, flood control, appropriate disposal of green waste, safety issues and public perception. Documentation of vegetation conditions requiring maintenance and appropriate post-maintenance conditions are required. Documentation will be done in writing and photographs will be taken.

For further wetland landscape maintenance instruction, contact the Contract Manager.

11. Wildlife Management
(Form PW-2, Schedule of Prices, item 7)
The Contractor shall:

a. Remove, upon request, all exotic species, which jeopardize sensitive native wildlife populations. All native species which become trapped must be released.

b. Provide habitat management, allowing plants to develop at appropriate natural densities, and habitat structure according to natural patterns.

c. Protect sensitive species, should sensitive species become established on the site. Measures include, but are not limited to, the protection during critical life stages including breeding and migration.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

12. Graffiti Abatement
(Form PW-2, Schedule of Prices, Item 8)

The Contractor will remove all graffiti within 24 hours of notification. Areas to be maintained will include, but are not limited to: shelter houses, viewing stations, benches, and educational and directional signs.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

13. Park Facilities
(Form PW-2, Schedule of Prices, Item 8)

The Contractor shall inspect and maintain all:

a. Access Roads and Trails including all decomposed granite pathways and maintenance roads.

b. Shade Structures.

c. Hardscape including stone façade retaining walls, which will include weekly inspection, repair and graffiti removal.

d. Interpretive and Information Signs will require weekly inspection, cleaning, repair, replacement of graphic panels, and removal of graffiti.

e. Site Furnishings including: benches, hitching posts, bicycle racks and other facilities. These will require as-needed repair and repainting.

f. Trash Receptacles: Contractor must empty trash receptacles and replace the liner on as-needed basis and properly dispose of trash. Contractor must posses a valid County of Los Angeles Department of Health Services Waste Collector permit at all times.

g. Fences and Gates including chain link, wrought iron, and split rail fences found throughout the wetlands. The concrete fence along the east basins pedestrian trail can be difficult to obtain due to production and delivery schedules. The Contractor must have replacement fencing in stock and begin replacement within 24 hours of notice.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

14. Erosion
(Form PW-2, Schedule of Prices, Item 8)

All erosion occurring along the slopes of both basins shall be repaired within 24 hours of notification. Repairs shall be made with an equivalent material and constructed to the satisfaction of the Contract Manager. All dead or toppled plants resulting from the erosion shall be removed and replaced.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

15. Water Quality
(Form PW-2, Schedule of Prices, Item 8)

Contractor shall conduct quarterly water quality sampling at the Wetlands. These samples shall be taken to a lab for analysis and a copy of this analysis report will be provided to the PWR. The locations to be sampled are the Weir Gate and Siphon By-Pass Structure both located in the East Basin. The third location will be at the West Basin's gauging station. Contractor shall use only Department approved Water Quality Analysts.

For further instruction, please see Exhibit H, the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

16. <u>One-Time Container Stock Plant Replacement</u>
(Form PW-2, Schedule of Prices, Item 9)

Subject to Section C, Reduction of Work, the Contract Manager may direct the Contractor to perform an initial planting of new container stock once during the term of the contract. Planting plans and a planting palette detailing the number, type, and location of each plant needing replacement is provided in Exhibit I. The Contractor will purchase the plants and plant them in a manner that ensures their survivability. Subject to availability, all plants being replaced must be installed during the wetlands planting season from October 1 through January 31, or within four (4) months from the start date determined by the Contract Manager, if later.

In addition, the Contractor Shall:

17. <u>As-Needed Services</u>
(Form PW-2, Schedule of Prices, Item 10)

The Contractor shall at the direction or approval of the Contract Manager furnish all labor, supervision, equipment, and materials to accomplish the following As-Needed Services:

a. The Contractor shall replace all dead or toppled plants on an as-needed basis at the direction of the Contract Manager. When replacing plants the Contractor must properly document the location and the type of each plant. Planting shall be scheduled to minimize the effects of migratory birds feeding on newly planted vegetation. Public Works may, at its discretion, have the Contractor purchase replacement trees, shrubs, wild flowers, or ground cover. The Contractor's labor for work described in this paragraph shall be reimbursed at the hourly rate set for in Form PW-2, Schedule of Prices, Item 10.a, Tree, Shrub, Plant Replacements. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Public Works will reimburse the Contractor for plants or trees 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. Furthermore, the rate specified for As-Needed plant replacement applies to the **existing plants** only until the One-Time Container Stock Plant Replacement, (Form PW-

2, Schedule of Prices, item 9), is complete. Once the initial replacement has been completed to the satisfaction of the Contract Manager, the rates for As-Needed service will apply to all vegetation for the remainder of the contract.

b. If an automatic irrigation system or a portion of a system malfunctions, the Contractor shall operate the system manually. The Contractor shall report all systems which require manual operation to the Contract Manager at the end of each week and also on Exhibit G, Monthly Wetlands Maintenance Report. A system shall be manually operated a minimum of twice a week to qualify as manual operation. The Contractor shall be reimbursed at the hourly rate shown on Form PW-2, Schedule of Prices, Item 10.c, Manual Operation of Irrigation System. Public Works will not pay for preparation time or travel time to and from the job site, but only the actual time spent manually operating the irrigation system in excess of one irrigation technician for two days a week while waiting for the repair. The Contractor's schedule for operating the irrigation system manually shall be approved by the Contract Manager.

c. Public Works may, at its discretion, have the Contractor repair or replace portions of the irrigation system, including components, such as automatic controllers, backflow devices, valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The Contractor shall be reimbursed for these repairs at the hourly price shown on Form PW-2, Schedule of Prices, Item 10.d, Irrigation Repair Services, or at a price agreed upon by Public Works and the Contractor, whichever is less. Public Works will not pay for preparation time or travel time, to and from the jobsite for these repairs. Contractor shall furnish all labor, supervision, equipment, and materials for this work. Public Works will reimburse the Contractor for 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.

d. The Contractor will 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). The Contractor shall be reimbursed for costs at the hourly price shown on Form PW-2, Schedule of Prices, Item10.e, 24-hour Emergency Irrigation System Repairs. Public Works will not pay for preparation time or travel time, to and from the jobsite for these repairs. The Contractor may impose a

4-hour minimum to be charged for emergency repairs. The Contractor shall furnish all labor, supervision, equipment, and materials for this work.

e. Per Contract Manager's request, the Contractor shall remove and dispose of all dead and diseased trees.

G. Hours and Days of Service

Regular hours of are 7 a.m. to 4 p.m.,, 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 a telephone answering service and facsimile machine, 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. The Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works. The Contractor shall also maintain monthly meetings with the Division office staff in addition to weekly field meetings with the Contract Manager.

H. Utilities

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

I. Storage Facilities

Public Works 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.

J. 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 Contractor 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 Permit. Public Works will pay dump fees for the disposal of debris generated as a part of performing the duties of this contract. The Contractor shall submit dump receipts with Exhibit G at the end of each month to the Contract Manager.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste, such as tires, 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.

K. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires 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. The 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, composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. The 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. The proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

L. Special Safety Requirements

a. All Contractors' personnel shall observe all applicable Cal/OSHA and Public Works safety requirements while at Public Works jobsites.

b. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. The 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.

c. All pesticide, rodenticide, herbicide, etc., application shall be under the direct supervision of a commercial applicator certified by the State of California. Upon request by the Contract Manager, the Contractor shall supply Material Safety Date Sheets of the applications used in this Contract.

d. It is the Contractor's responsibility to close the public bicycle trail when the landscape maintenance operation warrants. It is the Contractor's responsibility to block the access road/bicycle trail and place signs 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:

(1) The trail closure signs shall state the date of closure and the date when the trail will be reopened.

(2) The signs shall also state the limits of the closure (where the bicyclist can reenter the trail).

(3) The signs shall use 3-inch lettering.

(4) The trail closure signs shall be placed on the trail two weeks prior to the trail closure.

(5) Public Works Bicycle Trail Coordinator shall be notified prior to the closure of the bicycle trail.

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

M. <u>Maps</u>

Location maps of the Dominguez Gap Spreading Grounds Wetlands are located in Exhibit F1 and F2.

N. <u>Additional Responsibilities of the Contractor</u>

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

2. Provide sufficient landscape personnel in accordance with Paragraph F of this contract with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The 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. The Contractor shall use a certified arborist and/or a certified horticulturist and/or certified Pest Control Advisor, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).

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

4. Be responsible for the repair of any damage to Public Works facilities resulting from work, including, but not limited to, the irrigation systems, fences, gates, signs, pump plant, control valves, valve platforms and road paving. The Contractor will not be reimbursed for labor, equipment, and materials to make such repair.

5. Be responsible for any damage due to overspray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.), in areas where chemical weed eradication is used. The Contractor shall replant (grasses and wildflowers, shrubs, trees, etc.) damaged by the chemical. For this work described in this paragraph, the Contractor will not be reimbursed for labor, equipment, and materials to make such repair. Failure by the Contractor to regrow plant life (grasses and wildflowers, shrubs, trees, etc.) in the dead areas caused by overspray is grounds for termination of this Contract for default.

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

7. Do not work, store, and stockpile materials in the spreading basins. The Contractor shall be responsible for maneuvering around the basin high-water mark to avoid entering the water.

8. 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 as an attachment to Exhibit G, Monthly Wetlands Maintenance Report. The cost for this inspection shall be

included in the price for each plant maintenance activity listed in Form PW-2, Schedule of Prices.

9. Submit a proposed maintenance schedule prior to the start of the Contract. The Contractor shall maintain and keep current a monthly maintenance report that records when periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations of erosion on back slopes that are greater than 4 inches that have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing, dead, or should be removed; any irrigation systems which have to be operated manually; and any problems with the irrigation system, including malfunctions.

10. Submit Exhibit G, Monthly Wetlands Maintenance Report to the County Contract Manager, monthly or upon request within three working days. The Contractor shall sign and have the Contract Manager counter sign Exhibit G. The Contractor shall submit Exhibit G and receipts of any purchased supplies with the monthly invoice in order to receive payment.

11. Ensure that all work is performed by a C-27 California licensed Contractor.

12. Contractor shall employ a certified arborist and/or a certified horticulturist for providing direction during maintenance (e.g. for tree trimming, shrubbery pruning, slope cutting, and fertilization.

13. Once notified of deficiencies by County's representative, Contractor must correct the deficiency to the satisfaction of the Contract Manager within 72 hours.

14. Work requirement as specified herein will be maintained. Contract Manager will determine weekly the percentage of acres not completed for each item listed in Exhibit G. In case of untimely, inadequate or nonperformance of required work, payment for all uncompleted weekly percentages will be withheld at the end of each month.

15. Subcontracting of general landscaping maintenance work, other than extraordinary tree services and environmental consulting, is prohibited.

16. Maintain 95 percent vegetative cover in all areas throughout the growing season.

17. Maintain less than 5 percent cover at all times of plant species not native to the project site; that is, species non-native to the lower Los Angeles River basin area.

O. Responsibilities of Public Works

Public Works will:

1. Provide jobsite inspection. 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 this Exhibit's Work Description, and Responsibilities of the Contractor is not done properly, the Contract Manager will not approve the work for payment and will order the work to be redone.

3. Provide Maps and Irrigation and Landscape Drawings and Exhibit A, which show the locations where wetlands maintenance services are to be performed. Record drawings will be provided to the Contractor.

   It should be noted the wetlands landscaping may be modified subsequent to the original installation, and, thus, there may be variations between the existing wetlands landscape and the Record Drawings.

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

P. 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.

Q. 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.

R. Water Pollution Control

1. National Pollutant Discharge Elimination System

To comply with the NPDES requirements, the Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters.

2. Best Management Practices

Best Management Practices (BMPs) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces water pollution. The 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 Services
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 444-6771

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

S. 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.

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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 or a Change Order 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.

4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

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 County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the 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 the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

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 (nonfacsimile) 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/Suspension 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. Insurance Coverage Requirements for Subcontractors

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.

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

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

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

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. Contractor's Submittal of Certified Monitoring Reports

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. Use of Full-Time Employees

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 Dominguez Gap\8 EXHIBIT B-PROPA.DOC

EXHIBIT C

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2008)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2008 are less than $41,646 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2009.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2008 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2008 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2008 and owes no tax but is eligible for a credit of $825, he or she must file a 2008 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2009 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

EXHIBIT D

Safely Surrendered *Baby Law*

Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

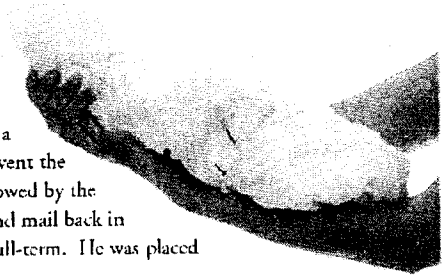
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT D

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT D

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

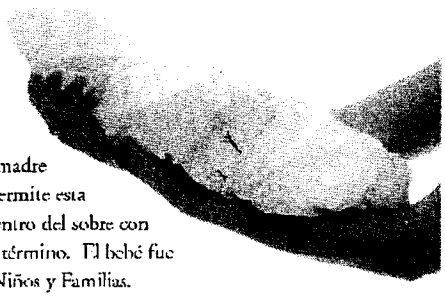
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

FORM PW-16

Statement of Equipment Form

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

PROPOSER'S NAME UNITED PACIFIC SERVICES, INC.

ADDRESS 120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310

TELEPHONE (562) 691-4600 x225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

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 Ton P/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
1/2 Ton P.U. Ext. Cab	Ford	1500	2000	K37425
3/4 Ton P.U, Ext. Cab	GMC	2500 HD	2004	385431

REMARKS: See Additional List of Equipment Tab 13

Exhibit E

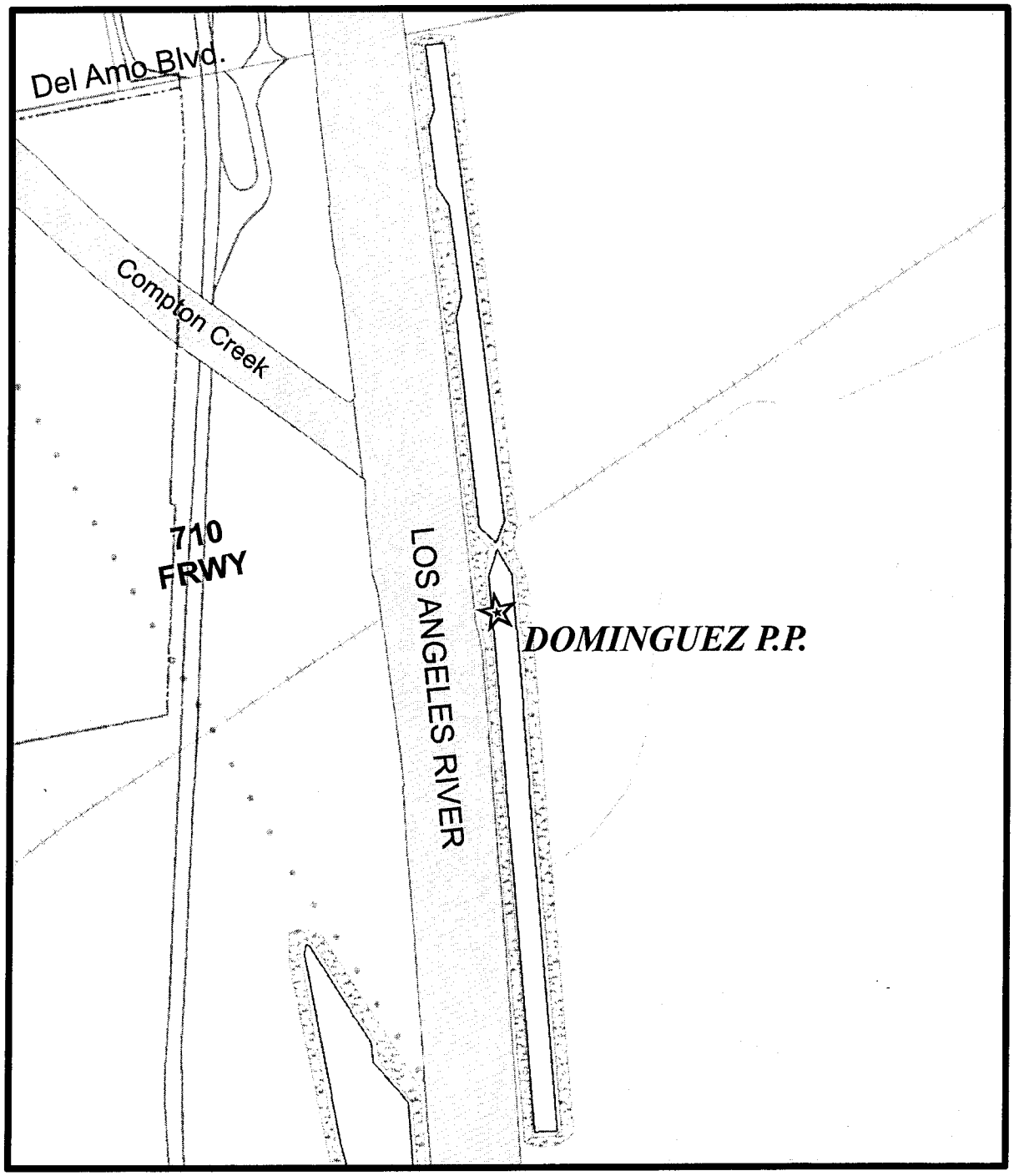
UNITED PACIFIC SERVICES, INC.

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*

EXHIBIT F.1

DOMINGUEZ WETLAND LANDSCAPE CONTRACT 2008
EAST BANK



Legend

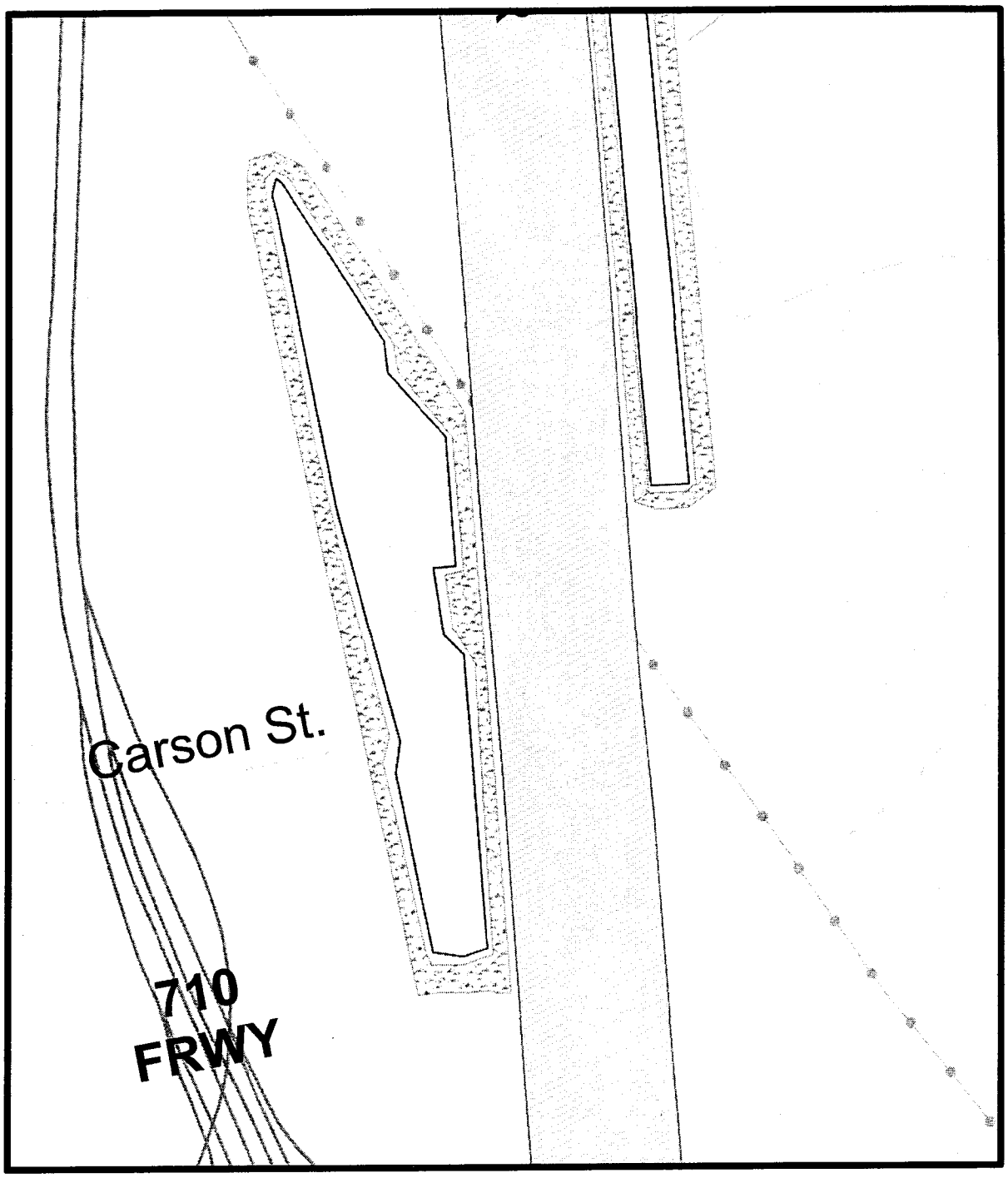
- Pump Plants
- Landscape
- Wetlands

N

0 500 1,000 2,000 Feet

EXHIBIT F.2

DOMINGUEZ WETLAND LANDSCAPE CONTRACT 2008
WEST BANK



Legend

- Pump Plants
- Landscape
- Wetlands

N

0 320 640 1,280 Feet

EXHIBIT G

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

Exhibit H

Dominguez Gap Wetlands Operations and Maintenance Manual

Submitted to

County of Los Angeles Department of Public Works

June 2008

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CH2MHILL

Contents

Section **Page**

Acronyms ..... **iv**

1. Project Summary **1-1**
- 1.1 Design Criteria 1-2
- 1.2 Responsible Parties 1-2
  - 1.2.1 Landscape Contractor 1-2

2. Ongoing Monitoring **2-1**
- 2.1 Water Quantity 2-1
- 2.2 Water Quality 2-1
- 2.3 Groundwater Recharge 2-8
- 2.4 Vegetation 2-8
- 2.5 Contaminants 2-9
- 2.6 Wildlife 2-9
- 2.7 Vectors and Nuisance Insects 2-9
- 2.8 Erosion and Sedimentation 2-11
- 2.9 Structures 2-11
  - 2.9.1 Flow Control from the Los Angeles River 2-11
  - 2.9.2 Water Surface Control Structure No. 1 2-11
  - 2.9.3 Flow Control to Siphon and Bypass Line to Pump Station 2-11
  - 2.9.4 Water Surface Staff gauges 2-11
  - 2.9.5 Trash Boom 2-12

3. Wetland Operations **3-1**
- 3.1 Introduction 3-1
- 3.2 Wetland Infrastructure 3-1
  - 3.2.1 Low Flow Diversion and Flow Control from the Los Angeles River 3-4
  - 3.2.2 Water Surface Control Structure No. 1 3-4
  - 3.2.3 Flow Control to Siphon 3-4
  - 3.2.4 Bypass Line to Pump Station 3-4
  - 3.2.5 Water Surface Staff gauges 3-4
- 3.3 Configurations 3-5
  - 3.3.1 Normal Operations 3-5
  - 3.3.2 Infiltration and Treatment Operational Options 3-5
  - 3.3.3 Storm Flow Detention 3-6
  - 3.3.4 Special Operations 3-6

4. Wetlands Facility Maintenance **4-1**
- 4.1 Water Surface Control Structures and Gates 4-1
- 4.2 Dominguez Gap Pump Station Sump Pump 4-1
- 4.3 Trash Booms 4-1
  - 4.3.1 Trash Boom Maintenance 4-1

4.3.2 Trash Removal 4-1
4.4 Silt/Solids Deposition Management 4-2

5. Vegetation and Landscape Maintenance 5-1
5.1 Irrigation Operations and Maintenance 5-1
5.2 Water Application 5-1
5.3 Weed/Exotic Species Management 5-4
5.3.1 Background 5-4
5.3.2 Weed/Exotic Species Management 5-12
5.4 Wetland Plant Maintenance 5-16
5.5 Upland Plant Maintenance 5-17
5.5.1 Tree and Shrub Maintenance 5-17
5.6 Pest Management 5-17
5.7 Erosion Management and Control 5-17

6. Public Use Amenities Maintenance 6-1
6.1 Litter Control 6-1
6.2 Hardscape 6-1
6.3 Access Roads and Trails 6-1
6.4 Site Furnishings 6-1
6.5 Graffiti 6-1
6.5.1 Preventative Maintenance 6-1

7. Wildlife Management 7-1
7.1 Exotic Species and Control 7-1
7.2 Wildlife Disease and Mortality 7-1
7.3 Habitat Management 7-4
7.4 Sensitive Species Protection 7-5

8. Vector and Nuisance Insect Control 8-1
8.1 Vector and Nuisance Insect Species 8-1
8.2 Wetland Habitat Design and Management for Vectors 8-1
8.3 Wetland Flow Management for Vectors 8-4
8.4 Active Control Methods 8-4

Appendix

A Vector Management Plan

Tables

2-1 General Site and Conditions Monitoring ..... **Error! Bookmark not defined.**
2-2a Water Quantity, Elevation, and Quality Monitoring 2-4
2-2b Potential Water Quality Monitoring Parameters 2-7
3-1 Normal Wetland Hydraulic Operations and Problem Troubleshooting 3-2
3-2 Common Symptoms of Water Quality Problems Encountered and Corrective Measures Through Wetland O&M 3-8

4-1 Wetland Facilities Maintenance 4-3
5-1 Irrigation Operations and Maintenance 5-2
5-2 Vegetation Maintenance 5-6
5-3 Vegetation Maintenance – Exotic Species Control 5-8
6-1 Public Amenity Maintenance 6-2
7-1 Wildlife Management 7-2
8-1 Vector and Nuisance Insect Management[1] 8-2

Figures

1 Site Location and Facilities
2 *Ludwigia peploides* Photographs

Acronyms

AMPA	aminomethyl phosphonic acid
BOD	Biological Oxygen Demand
Bs	*Bacillus sphaericus*
Bti	*Bacillus thuringiensis* variety *israelensis*
CO_2	carbon dioxide
DO	dissolved oxygen
DPW	Los Angeles County Department of Public Works
EBi	East Basin inflow
EPA	United States Environmental Protection Agency
EVS	Encephalitis Vector Survey
FMD	Flood Maintenance Division of the Los Angeles County Department of Public Works
ft	foot (feet)
ft^2	square foot (feet)
ft^3/sec	cubic feet per second
HLR	hydraulic loading rate
HRT	hydraulic retention time
LA River	Los Angeles River
LEB	Lower East Basin
LEBo	Lower East Basin outflow
NH_3-N	ammonia nitrogen
NH_4	ammonia
NO_2-N	nitrite nitrogen
NO_3-N	nitrate nitrogen
O&M	operations and maintenance
PARCSS	Precision, Accuracy, Representativeness, Comparability, and Completeness
pH	hydrogen (ion) concentration
Project	The Dominguez Gap Wetlands Project
QA/QC	quality assurance/quality control

QAPP	Quality Assurance Project Plan
SDi	Storm Drain inflow
SO_4	Sulfate
TDS	total dissolved solids
TEA	Triethylamine
TOC	total organic carbon
TSS	total suspended solids
UEBo	Upper East Basin outflow
ULV	ultra low volume
V/V	by volume
VCD	Greater Los Angeles Vector Control District
VCP	City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program
VMP	Vector Management Plan
WBi	West Basin inflow
WCS	Water Surface Control Structure
WMD	Watershed Management Division of the Los Angeles County Department of Public Works
WQ	water quality
WRD	Water Resources Division of the Los Angeles County Department of Public Works

1. Project Summary

The Dominguez Gap Wetlands Project (Project) is located along the Los Angeles River (Los Angeles River) south of Del Amo Boulevard and north of the 405 Freeway in what has historically been known as the Dominguez Gap Spreading Grounds. The purposes of the spreading grounds are to provide flood control storage capacity and to recharge groundwater. The spreading grounds consist of two retention/infiltration basins, one on each side of the Los Angeles River. Water enters the East Basin from a diversion in the low flow channel of the Los Angeles River and through local storm drains, the largest of which is the Project 130 Storm Drain. Excess flows in the East Basin can either be pumped to the river through the existing Dominguez Gap Pump Station or be transferred to the West Basin through a siphon across the Los Angeles River. Figure 1 shows the location of the Project and the wetland features and infrastructure.

The Dominguez Gap Wetlands Project was implemented by the Los Angeles County Department of Public Works (DPW) to maintain flood control capacity, enhance groundwater recharge, enhance the quality of the water being infiltrated, create a year-round aquatic habitat for native wetlands and riparian plant species as well as native wildlife, and provide enhanced recreation opportunities for the surrounding community. To meet these goals the project contains the following improvements:

- Restrict all grading to below the 20-foot (ft) elevation, corresponding to the maximum storage capacity of the basins for stormwater, thereby ensuring no loss of capacity.
- Increase and improve maintenance to enhance the groundwater infiltration in the West Basin.
- Grade the bottom of the east basin to create a wetlands. The north half of the basin is configured to maximize treatment, while the south is configured to improve quality of habitat and provide a more natural appearance.
- Install water control facilities, including water surface elevation staff gauges, to provide for flexible operation of the wetlands. These include water surface control structure and a bypass pipeline to the Dominguez Gap Pump Station.
- Improve hiking and equestrian trails.
- Provide shade structures and seating areas to view the wetlands and enjoy the site.
- Install educational and directional signs.
- Install temporary irrigation to help establish a self-sustaining plant community.

1.1 Design Criteria

In preparing the design documents, certain criteria were established to form the basis of the final design. The following summarizes some of the more important criteria used:

- The nonstorm design average daily flow was estimated at 5 cubic feet per second (ft^3/sec), with a maximum operational flow of 15 ft^3/sec. More flow can be accommodated, but the increased water surface elevation may affect the operation of control structures and the flow path of the water.
- The water depth in the emergent zones should range from 6 inches to 24 inches. To minimize headloss, the optimum water depth in these zones is between 18 and 24 inches.
- The trash booms upstream and downstream of the Project 130 Storm Drain are designed for the flow of 2,070 ft^3/sec and a maximum water surface elevation in the basin of 30 feet (ft).
- The elevations within the wetlands were determined based on the requirement that the water surface elevation not impact the wet weather storage of the basin. For the East Basin, the maximum storage water surface elevation is below 20 ft. Normal operating elevations will vary from 19.75 ft at the upstream end to 17.5 ft at the downstream end.

1.2 Responsible Parties

Various divisions within the DPW will be responsible for different parts of the maintenance at Dominguez Gap. This includes the Flood Maintenance Division (FMD), the Water Resources Division (WRD), and the Watershed Management Division (WMD).

1.2.1 Landscape Contractor

It is anticipated that a contractor will be retained for landscape maintenance. The following criteria are recommended for the selection of a landscape contractor.

Landscape Maintenance Contractor shall have a C-27 Landscape Contractors License with the State of California and a minimum 7 years experience in Southern California implementing and maintaining successful riparian, wetland, and upland scrub restoration projects and exotic species control in natural habitats. Wetland restoration and maintenance experience must include installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats. Riparian restoration and maintenance experience must include installation and maintenance of woody and herbaceous streamside vegetation in seasonally flooded or streamside habitats. Upland scrub restoration and maintenance experience shall include installation and maintenance of Southern California coastal sage scrub habitats or coastal dune scrub habitat complexes.

The Landscape Maintenance Contractor shall select a competent trained and licensed hydroseeding company in accordance with best standards and practices of the trade, and that has demonstrated experience seeding native species for habitat creation and erosion control.

1.2.1.1 Statement of Qualifications

A Statement of Qualifications from landscape contractor shall include company information including the following:

- Years of operation, office locations, numbers of full-time staff, and equipment available.
- Staff information including titles and resumes of proposed field managers and key staff as well as lists of certifications of field managers and key staff.
- Project information shall consist of descriptions of three or more restoration planting projects successfully completed by company including project name and location, client and reference contacts, total fee, date completed, and project description. A minimum of three projects listed shall include installation of wetland, riparian, and native upland scrub plant communities as described above.

2. Ongoing Monitoring

This section describes the ongoing site monitoring program. This program will effectively identify problems requiring maintenance or repair, and contribute to an assessment of the overall performance of the site, including habitat quality and water quality improvement. Table 2-1 provides a summary of general anticipated monitoring requirements, and references other tables with more specific monitoring information. The following sections expound on the monitoring approach proposed in Table 2-1.

2.1 Water Quantity

All controllable intake water flows and water elevation for the Project site must be monitored on a regular basis and proper water surface elevations maintained when operationally possible. The primary locations to monitor the flow within the facility are at:

1. Water Surface Control Structure No. 1 (WCS #1),
2. The siphon to the West Basin/bypass inlet structure, and
3. Water Surface Control Structure No. 2 (WCS #2) at the Dominguez Gap Pump Station Bypass Line (Bypass Line).

Figure 1 shows the location of the wetlands facilities and infrastructure at Dominguez Gap Wetlands. Markings at WCS #1 and WCS #2 will be used to estimate flows through the facility. Periodic examination of the inflow and outflow structures are required to ensure that the devices are functioning properly, free of obstructions, and set at the proper level. Immediately prior to and during storm events, the intake gate from the Los Angeles River must be closed in order to not flood out East Basin upstream of WCS #1.

More specific information on recommended monitoring for water quantity/flow, water elevations, hydraulic operation parameters, and the wetland water budget is provided in Table 2-2a.

2.2 Water Quality

Water quality sampling should be conducted to characterize Los Angeles River influent, stormwater influent, and effluent from the East Basin treatment wetlands into the Dominguez Gap Pump Station or into the West Basin. Sampling should be conducted according to standardized techniques and analyzed in an appropriately certified[1] laboratory. Preliminary sampling recommendations are provided in Table 2-1. A Water Quality Monitoring Plan should be developed to identify the specific sampling regime (discussed below). Sampling on general water quality conditions may be conducted by field personnel and is described in Table 2-2a. This may include observations such as water clarity, algal blooms, fish or bird kills, vegetation conditions, odors, or simple field tests

[1] State of California Environmental Laboratory Accreditation Program

conducted with hand-held water quality meters. This data would provide the preliminary assessment of conditions within the wetland and should be the first priority for water quality sampling.

TABLE 2-1
General Site and Conditions Monitoring

Monitoring Item	Constituent	Units	Sample Frequency	Sample Location(s)[a]	Other Contributing Data	Sample Method	Reference
Water Flow	East, West Basin inflow; East Basin outflow	ft^3/sec	Monthly	Various, see reference		Various, see reference	Table 2-2
Water Elevation	Upper and Lower East Basin, West Basin	elevation – feet msl	Monthly	Various, see reference		Visual inspection	Table 2-2
Climatic Data	Monthly mean temperatures, precipitation, pan evaporation	varies	Monthly	See reference	See reference	Data download	http://www.wrcc.dri.edu/summary/climsml a.html
Wetland Water Budget	Update Budget	ft^3/sec	Quarterly	Calculated	Inflow at all locations; climatic data	Calculated	Table 2-2
Wetland Hydraulic Operation	Configuration	gate setting and elevations, inflow ft^3/sec	Monthly	Multiple		Varies	Table 3-1
West Basin Infiltration	Infiltration	ft/day	Quarterly	Calculated	Inflow and elevation delta; evapotranspiration data	Calculated	Table 2-2
Water Quality[b]	General Parameters	varies	Quarterly	WC #1, #2, West Basin gauging station	Collect from County for LA River	Hand held meter	Table 2-2
	Metals	varies	Quarterly	WC #1, #2, West Basin gauging station	Collect from County for LA River	Collect and submit lab samples	Table 2-2
	Pathogens	varies	Quarterly	WC #1, #2, West Basin gauging station	Collect from County for LA River	Collect and submit lab samples	Table 2-2
	Conditions	varies	Quarterly	WC #1, #2, West Basin gauging station	Collect from County for LA River	Visual inspection	Table 2-2
Irrigation System	Irrigation Infrastructure	N/A	Quarterly (first two years)	All irrigation locations	Vendor manuals as appropriate	Visual inspection	Table 5-1
	Water Application	Inches	Weekly	Sitewide	National Weather Service climatic information and water application amount from water bills	Visual inspection	Table 5-1
	Soil Moisture	inches	Weekly	Various		Tile probe	Table 5-1
Habitat and Vegetation	Vegetation – Tree and Shrub Canopy	percent	Quarterly, transition to semi-annual	Sitewide		Transects may be employed to measure canopy layers, density, percent cover by species, canopy height, and exotic cover	Table 5-2
	Vegetation – Tree Growth	inches, feet	Quarterly, transition to semi-annual	Sitewide		Tree sampling to determine average diameter breast height, spread, height, survivorship, and general health and vigor	Table 5-2
	Native Habitat	N/A	Quarterly, transition to semi-annual	Sitewide		Visual inspection	Table 5-2
	Exotic Species	N/A	Monthly, transition to quarterly	Sitewide		Visual inspection	Table 5-3
Wildlife	Nuisance Species	N/A	Quarterly	Sitewide		Visual inspection	Table 7-1
	Nesting or Sensitive Species	N/A	Annual	Sitewide		Visual inspection	Table 7-1
Vectors and Nuisance Insects	Wetland Vegetation Conditions	N/A	Annual	Wetland		Visual inspection	Table 8-1
	Water Quality Conditions	N/A	Quarterly – see above	See above		See above	Table 8-1
	Larvae and/or Adults	City of Long Beach and VCD standards[c]	Monthly – performed by City	Wetland		City and VCD conducts this	Table 8-1
Facility Condition	Wetland Infrastructure	N/A	Semi-annual	Wetland	Vendor manuals as appropriate	Visual inspection	Table 4-1
	Roads and Trails	N/A	Semi-annual	Sitewide		Visual inspection	Table 6-1
	Fences and Gates	N/A	Semi-annual	Sitewide		Visual inspection	Table 6-1
	Signs and Structures	N/A	Semi-annual	Sitewide		Visual inspection	Table 6-1
	Erosion	N/A	Semi-annual	Sitewide		Visual inspection	Table 6-1
	Sediment	N/A	Semi-annual	Wetland		Visual inspection	Table 4-1
Illegal Activities	Dumping	N/A	Monthly	Sitewide		Visual inspection	Table 6-1
	Graffiti	N/A	Weekly	Sitewide		Visual inspection	Table 6-1
	Loitering	N/A	Weekly	Sitewide		Visual inspection	Table 6-1

Notes
[a] Facility locations:
Water Surface Control Structure (WCS) No. 1 – Weir and slide gate located just north of Dominguez Gap Pump Station.
WCS No. 2 – Weir and slide gate at head of bypass pipe to Pump Station.
[b] Preliminary recommendations only. DPW should develop a Water Quality Monitoring Plan to identify the sampling regime (see text).
[c] City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program: 562-570-4132; VCD – Greater Los Angeles Vector Control District (562) 944-9656

TABLE 2-2A
Water Quantity, Elevation, and Quality Monitoring

Monitoring Item	Constituent	Units/Data	Sample Frequency	Sample Location(s)	Other Data Needed	Sample Method	Details	Reference
Water Flow	East Basin inflow (EBi)	ft^3/sec	Monthly	River inflow facility		Read river inflow setting; calibration from facility reading		
	West Basin inflow (WBi)	ft^3/sec	Monthly	Siphon line		Measure outflow into basin	If outlet exposed, time filling of calibrated bucket and calculate flow in ft^3/sec; if not exposed, measurement is not possible; if siphon is closed, then = 0	
	Upper East Basin outflow (UEBo)	ft^3/sec	Monthly	Water Surface Control Structure No. 1 (WCS #1)	Calibration curve	Measure outflow at WCS #1 weir	Calibrate flow over weir by timing filling of calibrated bucket; subsequently, measure depth over weir (to 0.1 inch) and calculate based on calibration	
	Lower East Basin outflow (LEBo)	ft^3/sec	Monthly	Water Surface Control Structure No. 2 (WCS #2)	Calibration curve	Measure outflow at WCS #2 (bypass) weir	Calibrate flow over weir by timing filling of calibrated bucket; subsequently, measure depth over weir (to 0.1 inch) and calculate based on calibration	
	Storm Drain inflow (SDi)	ft^3/sec	Monthly – low flow months	Calculated	Other basin flow data	~= (LEBo + WBi) – UEBo		
Water Elevation	Upper East Basin	elevation – feet msl	Monthly	WCS #1		Visual inspection	Recommend installing and calibrating staff gauge based on as-built elevation of WCS #1	
	Lower East Basin	elevation – feet msl	Monthly	WCS #2		Visual inspection	Recommend installing and calibrating staff gauge based on as-built elevation of WCS #2	
	West Basin	elevation – feet msl	Monthly	West Basin gauging station		Visual inspection	Elevations indicated on staff gauge	
Wetland Water Budget	Update Budget	ft^3/sec	Quarterly	Calculated		Inflow at all locations; climatic data		
Wetland Hydraulic Operation	Configuration	gate setting and elevations, inflow ft^3/sec	Monthly	Multiple	Flow and elevations	Visual inspection	Record Hydraulic Configuration type per Table 3-1	Table 3-1
Water Quality Monitoring	See text and Table 2-2b					WQ sampling plan required		Table 2-2b
Water Quality Conditions	Dead birds	count	Weekly in warmer months, quarterly otherwise	Sitewide		Visual inspection		Table 3-1, 3-2, 7-1
Water Quality Conditions (cont.)	Fish kills	estimated no.	Quarterly	Sitewide		Visual inspection		Table 3-1, 3-2, 7-1
	Low DO	see above	Quarterly	Sitewide	WQ data	WQ sampling plan required		Table 3-1
	Dying/unhealthy riparian vegetation	area (square feet [ft^2])	Quarterly	Sitewide		Visual inspection		Table 5-2
	Excessive aquatic plant growth	area (ft^2)	Quarterly	Sitewide		Visual inspection		Table 3-1, 5-2
	Excessive algae growth	area (ft^2)	Quarterly	Sitewide		Visual inspection		Table 3-1, 3-2
	Unusual water coloration	N/A	Quarterly	Sitewide		Visual inspection		Table 3-1, 3-2
	Excessive pH fluctuation	see above	Quarterly	Sitewide	WQ data	WQ sampling plan required		Table 3-1, 3-2
	Foul odor	N/A	Quarterly	Sitewide		Visual inspection		Table 3-1, 3-2
	High chlorine concentration	see above	Quarterly	Sitewide	WQ data	WQ sampling plan required		Table 3-1, 3-2
	High conductivity level	see above	Quarterly	Sitewide	WQ data	WQ sampling plan required		Table 3-1, 3-2
	High bacterial counts	see above	Quarterly	Sitewide	WQ data	WQ sampling plan required		Table 3-1, 3-2
	Mosquito nuisance	City sample standards	Quarterly	Sitewide		City standards; see Vector Management Plan		Table 3-1, 8-1

TABLE 2-2A
Water Quantity, Elevation, and Quality Monitoring

Monitoring Item	Constituent	Units/Data	Sample Frequency	Sample Location(s)	Other Data Needed	Sample Method	Details	Reference
	Migratory birds nesting	Locations	Quarterly	Sitewide		Surveys		Table 7-1
	Water stress	N/A	Quarterly	Sitewide		Visual inspection		Table 3-1
	Flood stress	N/A	Quarterly	Sitewide		Visual inspection		Table 3-1
	Weather/physical	N/A	Quarterly	Sitewide	Climatic data	Visual inspection		Table 3-2

A Water Quality Monitoring Plan should be developed to identify the appropriate sampling frequency, replicates, locations, methods, quality assurance/quality control (QA/QC) procedures, staff requirements, and analytes. Generally, this plan should include the following:

- Sampling frequency and season.
- Sampling locations.
- Sampling regime during storm and low flow periods.
- Sample constituents, including a subset of analytes listed in Table 2-2b below. Analytes may vary per sampling season, frequency, or location.
- Sample methods; these will be according to standard methodology identified for the specified compounds, but may vary depending on objectives.
- Samples to be subjected to standard QA/QC procedures that include evaluation of Precision, Accuracy, Representativeness, Comparability, and Completeness (PARCSS).
- A Quality Assurance Project Plan (QAPP) developed to identify and monitor quality assurance procedures.
- Appropriate distribution lists of results, which should include all relevant DPW departments including WRD.

The most important water quality parameters that are typically monitored and descriptions of their effects are summarized below.

- ***Water temperature***: Aquatic organisms are highly sensitive to temperature fluctuations, and any unnatural and/or rapid changes can have a detrimental effect on quality of life. As water temperature rises, biological and chemical activities also tend to increase.
- ***pH***: Minor changes in the acidity of natural conditions can be detrimental to aquatic life. Optimal conditions range between 6.5 and 8.5.
- ***Conductivity***: The salinity of a wetland is determined by the amount of electrical current the water conducts. Salinity levels control the amount and types of animals and vegetation that can live in the wetland.
- ***Turbidity***: High levels of turbidity affect the ability of light to penetrate the water surface, thus reducing the level of plant growth.
- ***Dissolved oxygen (DO)***: Low DO levels diminish the overall capacity of the water to support life. Extreme anaerobic conditions may result in fish kills.
- ***Indicator bacteria***: The presence of fecal coliform, total coliform, or enterococci bacteria may point toward exposure to sewage and the potential for harmful pathogen growth.

TABLE 2-2B
Potential Water Quality Monitoring Parameters

Monitoring Item	Constituent	Reference
General WQ Parameters	Total Kjeldahl Nitrogen	For all parameters, refer to the following website: http://www.waterboards.ca.gov/water_issues/programs/swamp/
	NH_3-N	
	NO_2-N	
	NO_3-N	
	SO_4	
	TDS	
	TOC	
	TSS	
	Turbidity	
	Hardness, Total	
	Oil and Grease (Total)	
	Chloride	
	Total Phosphorus	
	Dissolved Oxygen (DO)	
	Biological Oxygen Demand (BOD)	
	Electrical Conductivity	
Metals	Silver	
	Arsenic	
	Boron	
	Barium	
	Beryllium	
	Calcium	
	Cadmium	
	Cobalt	
	Chromium	
	Copper	
	Iron	
	Mercury	
	Potassium	
	Magnesium	
	Manganese	
	Sodium	
	Nickel	
	Lead	
	Antimony	
	Selenium	
	Titanium	
	Zinc	
Pathogens	Total coliforms	
	Fecal coliforms	
	Enterococcus	
	E. coli	

- *Nitrogen*: Types of nitrogen that can be monitored include ammonia-nitrogen, total Kjeldahl nitrogen, and nitrite/nitrate-nitrogen. Natural inputs of nitrogen include the decomposition of organic matter and undomesticated animal waste. Human inputs can include wastewater treatment plant effluent, fertilizer runoff, septic tank leaks, contaminated rainfall, and car exhaust. An excess amount of nitrogen can accelerate eutrophication.
- *Phosphorous*: Orthophosphate and total phosphorous are the two forms that can be measured. Natural inputs of phosphorous include plant and animal waste. Human inputs can include fertilizer runoff, food processing effluent, and urban or forest runoff. An excess amount of phosphorous can accelerate eutrophication.
- *Other nutrients*: Trace concentrations of other nutrients that can be measured include potassium, sulfur, and chlorine. Some nutrients like potassium and sulfur are required in small doses to support aquatic life, while others, such as chlorine can be toxic in even small quantities.
- *Trace metals*: Sometimes, trace concentrations of heavy metals, such as arsenic, cadmium, chromium, nickel, and zinc may be present in water because of inputs from human or natural sources. These inputs are often the result of urban activities (such as automobile use) and can be highly toxic to wildlife.

2.3 Groundwater Recharge

Groundwater recharge will be estimated by the inflow minus the outflow rates at the facility. Markings painted at WCS #1 and WCS #2 (the pump plant bypass weir gate) will be used to estimate flows in and out of the facility. Water pumped out of the facility will be kept to a minimum. Water surface elevation staff gauges within the East and West Basins are used to determine current water storage within the facility. Storage rating tables provided by WMD for north and south portions of the East Basin will be used to determine the water volume stored. This information will help operations personnel determine when maintenance of the basin is required and will provide an estimate of the amount of water being recharged.

2.4 Vegetation

The monitoring program will identify and document areas of poor growth or cover, stressed or dead plants, non-native and nuisance (weed) invasion, erosion problems, or insufficient irrigation. These areas should be monitored independently and scheduled for more intensive maintenance. The monitoring program should incorporate the following components:

- Monthly visits to the Project site by qualified biologists through the first growing season, with quarterly visits thereafter for five years.
- Qualitative assessment of planting sites including identifying weed invasions, pest damage, under or overwatering, and areas of poor growth or dying vegetation.
- Monitoring of plant sites for animal depredation, such as grazing by waterfowl.

- Identification and documentation of weed invasion problems.
- Quantitative assessment of tree plantings may include sample measurement of tree height, diameter breast height, spread, general appearance, and other parameters to indicate general health and vigor of the trees.
- Quantitative assessment of shrub plantings may include belt or line transects to collect information on shrub height, density, percent cover, and survivorship.
- Permanent photo stations may be established and photographs recorded at the Project area.
- Irrigation equipment must be inspected periodically. This will include inspecting all lines for leaks, changing filters at regular intervals, and periodically inspecting individual emitters for water delivery.
- Water bills (i.e., amount of water applied) and climatic information from the National Weather Service may be used to estimate the quantity of irrigation at the site.

2.5 Contaminants

Contaminants should be evaluated on an annual basis. This should consist of the following.

- The Project site should be inspected quarterly for illegal dumping including discard of potential contaminants.
- Sediment may be sampled in the forebays at the farthest north end of the Project site, and at the mouth of the storm drains. Vegetation and sediment in vegetative zones may also be sampled. Sampling may be conducted on an annual basis and tested for potential contaminants, including residual pesticides, metals, or other contaminants potentially toxic to wildlife or humans. The exact sampling regime for contaminants should be developed under the Water Quality Monitoring Plan described in Section 2.2 above.

2.6 Wildlife

Specific wildlife surveys or monitoring are not proposed at this time. However, DPW may coordinate with volunteer or scientific organizations, including the Audubon Society, Palos Verdes Chapter, and the County of Los Angeles Natural History Museum to acquire data on wildlife use at the Project site. Other parameters which may be monitored include (1) nuisance exotic species, such as feral dogs and cats, bullfrog, and brown-headed cowbird; (2) sensitive species requiring management measures, such as nesting herons and egrets, nesting songbirds, or nesting raptors; and (3) problems with wildlife disease or mortality such as fish or bird die-offs. Habitat monitoring may also occur concurrent with vegetation monitoring.

2.7 Vectors and Nuisance Insects

DPW will coordinate with the Greater Los Angeles Vector Control District (VCD) and the City of Long Beach, Department of Health and Human Services, Environmental Health,

Vector Control Program (VCP) in implementing a Surveillance and Monitoring Program for nuisance insects and mosquitoes. This Program will be implemented according to the *Los Angeles County Department of Public Works Joint Dominguez Gap and DeForest Treatment Wetlands Project*, Waas Gerke and Associates, 2005 (VMP) which is reproduced in Appendix A. The Surveillance and Monitoring Program is subject to final determination by the City VCP and the VCD. The program will be implemented as needed based on field conditions. The program may include some or all of the following, as needed.

- DPW, VCP, and VCD will initiate a coordinated mosquito monitoring program which will be continued throughout the life of the facility and allow the owner/operator to determine if the mosquitoes caught onsite are competent vectors, marsh-breeders, container-breeders, or flood water species that deposit eggs in moist sediments. This information will allow the owner/operator to determine if the adults caught onsite are likely breeding within the wetland or are born elsewhere and travel to the wetland.
- This information coupled with information collected by VCP and VCD through arbovirus surveillance in wild birds and sentinel chicken flocks and monitoring of vector-borne pathogens in mosquitoes will be used to generate the appropriate management response(s).
- Larval mosquito monitoring will consist of "dipping" using a standard apparatus at designated locations throughout the wetland and in adjacent areas. Dipping techniques will be compared and standardized to minimize sampling variability.
- Predetermined sample locations will be selected to represent the distinct ecological zones of the treatment wetlands and surrounding area (e.g., marsh, open water, river, and within irrigated riparian areas). Replicate samples will be collected every 15 to 20 ft, to total 25 dips for each location. Larval counts will include enumeration of individuals in each life stage, 1st through 4th instars, and pupae. Life stage data will be used to determine dose, frequency, coverage area, or method of application.
- Adult mosquito monitoring will be conducted using Encephalitis Vector Survey (EVS) carbon dioxide (CO_2) baited traps. Adult traps will be set out at designated locations on a weekly or monthly basis. Traps will be generally located around habitat transition zones (open water to marsh, marsh to riparian area, and riparian area to upland areas). Peripheral traps will be placed approximately 1 mile outside the wetlands facility boundary in all directions.
- Mosquito traps will be operated from late afternoon until early morning. Enumeration will include the number of females, number of males, and identification to genus and species.
- Adult monitoring at the Project facilities will be conducted on a weekly basis throughout the year. At a minimum, five traps will be located at equidistant intervals around both the East and West Basins. Although final trap placement will be defined in the field, placement will concentrate in the areas where riparian woodland and native scrub interface.

2.8 Erosion and Sedimentation

- Sedimentation rates should be estimated annually at the sediment forebay, just downstream of the Los Angeles River diversion and at the mouth of the storm drains, to determine if sediment retention is altering flood storage capacity. The objective is to determine if sediment is hindering the wetland function of the facility.
- Bank and shoreline erosion should be evaluated after significant storm events and annually at the end of the wet season by visually inspecting the site. The steep slopes that surround the East and West Basins are anticipated to be susceptible and should be closely monitored during vegetation establishment periods. Serious erosion should be backfilled.

2.9 Structures

2.9.1 Flow Control from the Los Angeles River

The flow control structure should be monitored for sediment, litter, and blockage on a monthly basis, and after significant storm events.

2.9.2 Water Surface Control Structure No. 1

WCS #1 controls the water surface in the Upper East Basin and should be monitored for blockage restricting water flow over the structure, thus changing the elevation of the water in the Upper East Basin.

The goal for adjusting the weir gate and the stop logs will be to maintain between six inches and 24 inches of water in the emergent zones through the north half of the wetlands. Initially, the depth will vary significantly between the northernmost zone and the southernmost zone. As the wetland matures and the head-loss through the basin increases with vegetation growth, this variability will decrease until all the zones will be about the same depth: between 18 inches and 24 inches.

2.9.3 Flow Control to Siphon and Bypass Line to Pump Station

At the wetlands outlet, there are three options for directing the flow. The flow can be directed to the West Basin, the Dominguez Gap Pump Station, or both. WCS #2 controls flow to the bypass line and thus to the Dominguez Gap Pump Station. A sliding weir gate at the east end and a flap gate at the west end of the siphon pipeline control flows to the West Basin.

These structures should be monitored to see that correct operation is occurring per parameters set forth in Section 3 below.

2.9.4 Water Surface Staff Gauges

Water surface elevation staff gauges are located on the western bank of the Lower East Basin, immediately upstream WCS #2, and in the West Basin gauging station. These devices indicate water elevations within the wetland facility.

2.9.5 Trash Boom

The trash boom should be inspected annually to confirm that it will operate safely and effectively during the wet season. Inspection should consist of removing the floating booms to inspect for tears or signs of weakness, confirming that no erosion has occurred around pilings, and confirming that the hardware connecting the boom to the piling is structurally sound.

A spare trash boom has been purchased by the DPW.

3. Wetland Operations

3.1 Introduction

Several operational configurations are available for the wetland basins. The specific configuration employed at any given time is based on operational objectives, which may vary seasonally or in response to specific onsite conditions or problems. Table 3-1 provides specific hydraulic operation conditions and problem troubleshooting. Specific hydraulic operational configurations are summarized below.

- Normal Operating Condition – Summer: This would employ moderate inflow amounts and wetland elevation during summer months to maintain wetland vegetation and habitat, provide water quality improvement of low flows, provide infiltration, and to ensure good aesthetics.
- Normal Operating Condition – Winter: This would employ lower inflow amounts and reduced water elevation during winter months to provide greater flood retention capacity, trash capture, and infiltration.
- Maximum Infiltration Operation: Depending on infiltration objectives, flow and elevation parameters may be adjusted to provide more or less infiltration through water depth control.
- Maintenance Draw-down Requirement: It is anticipated that flows may be stopped and water elevations reduced occasionally for maintenance of wetland or recharge facilities.
- Water Quality Conditions Operation: Specific water quality problems may be indicated through bird or fish die-offs, mosquito production, odors, or other conditions. Hydraulic operation will be adjusted to alleviate these problems where feasible.

The following sections summarize the basis for hydraulic operation parameters: first, providing a description of infrastructure in place to achieve operation parameters and, second, providing the basis for hydraulic configurations.

3.2 Wetland Infrastructure

During normal operation of the Dominguez Gap wetland, a low flow diversion in the Los Angeles River directs flow into the north end of the East basin for wetland treatment and habitat creation. The flow is then siphoned beneath the Los Angeles River to the West Basin for groundwater infiltration. Excess water flows via a bypass line to the Dominguez Gap Pump Station where it is pumped back into discharged to the Los Angeles River.

TABLE 3-1
Normal Wetland Hydraulic Operations and Problem Troubleshooting

Condition or Problem	Indicator	Objective(s)	Possible Causes	Corrective Action									Comment/ Reference
				Adjustment	Adjustment Settings							Other Actions	
					LA River Inflow	Water Control Structure No. 1 (feet)	Water Control Structure No. 2 (feet) (bypass)	West Basin Slide Gate	West Basin Flapgate	Sump Pump	Storm Pumps		
Normal Operating Condition – Summer	May 1 to October 15	Maintain wetland vegetation and habitat; provide water quality improvement of low flows; provide infiltration; ensure good aesthetics	N/A	Moderate river flow, moderate water elevation settings	4 ft^3/sec	18	17	Fully open	Fully open	Operating full capacity	Not needed		
Normal Operating Condition – Winter	October 15 to April 30	Maintain flood control; ensure trash capture; provide infiltration	N/A	Lower water levels for greater flood retention capacity;	2.5 ft^3/sec	17	16	Fully open	Fully open	Operating full capacity	Operate as needed		
Infiltration – West Basin	Moderate	Moderate infiltration rate	N/A	Low river flow, moderate water elevation settings	2.0 ft^3/sec	18	17	Fully open	Fully open	Operating full capacity	Operate as needed		Preliminary soil preparation and maintenance in West Basin
	Maximum	Maximized infiltration rate	N/A	High river flow, moderate water elevation settings	5 ft^3/sec	18	17	Fully open	Fully open	Operating full capacity	Operate as needed		Preliminary soil preparation and maintenance in West Basin
Wetland Vegetation Management	Hydraulic short-circuiting (i.e., channels through emergent bands in Upper East Basin)	Reduce short-circuiting for consistent sheet flow through bands	Overgrowth of emergent vegetation in bands may force channelized flow; plant diebacks in bands; other causes	Lower water for maintenance actions	OFF	Lowest setting	Lowest setting	Closed	Closed	Operating full capacity	N/A	Fill channels and low areas with soil if planting is required; plant with emergent vegetation harvested from nearby areas	
	Hydraulic constraints (i.e., dense vegetation in emergent bands in Upper East Basin that constricts flow)	Create consistent, even sheet flow through bands for maximum hydraulic retention but adequate flow	Overgrowth of emergent vegetation in bands	Lower water for maintenance actions	OFF	Lowest setting	Lowest setting	Closed	Closed	Operating full capacity	N/A	Uniformly thinning vegetation bands by hand removal	
Avian Disease	Pre-outbreak conditions: low dissolved oxygen (DO), high air/water temperatures, discolored water (dark brown)	Prevent outbreak	High temperatures, high organic or nutrient content, slow water movement, shallow water	Increase inflow; increase wetland depth; increase West Basin depth	Increase to 15 ft^3/sec	21	19	Fully open	Fully open	Operating full capacity	N/A	Remove organics (i.e., weeds) prior to filling West Basin	
	Outbreak: dead or dying birds	Contain outbreak	High temperatures, high organic or nutrient content, slow water movement, shallow water; diseased or dead birds, if carcasses are not removed, can rapidly spread disease	Increase water flow; increase wetland depth; rapidly drain West Basin if problem persists	Increase to 15 ft^3/sec	21	19	Fully open; unless problem persists and West Basin must be	Fully open; unless problem persists and West Basin must be drained	Operating full capacity	N/A	Remove dead/dying birds DAILY; rapidly drain West Basin if problem persists.	

TABLE 3-1
Normal Wetland Hydraulic Operations and Problem Troubleshooting

Condition or Problem	Indicator	Objective(s)	Possible Causes	Corrective Action										Comment/ Reference
				Adjustment	Adjustment Settings								Other Actions	
					LA River Inflow	Water Control Structure No. 1 (feet)	Water Control Structure No. 2 (feet) (bypass)	West Basin Slide Gate	West Basin Flapgate	Sump Pump	Storm Pumps			
								drained						
Mosquito or Aquatic-phase insect Control	Preponderance of larvae or adults	Reduce breeding conditions	Emergent vegetation overgrowth; high organic or nutrient content; slow water movement; shallow water; recent flooding of dry floodplain soils	Increase water flow; increase wetland depth;	Increase to 15 ft^3/sec	21	19	Fully open	Fully open	Operating full capacity	N/A		Uniformly thinning vegetation bands by hand removal; contact City Health and Human Services	
Algae Blooms	Opaque water conditions	Improve conditions	High nutrients, warm temperatures	Increase flow	Increase to 8 ft^3/sec	19	17	Fully open	Fully open	Operating full capacity	N/A			
	Dense algal mats	Normal in summer	High nutrients, warm temperatures	Increase flow, increase wetland depth	Increase to 8 ft^3/sec	20	18	Fully open	Fully open	Operating full capacity	N/A			
Odor Problems	Odor – Hydrogen sulfide (rotten egg smell)	Improve aesthetics	This odor is given off by sulfate reducing bacteria that thrive under low flow anaerobic conditions; areas of stagnation will contribute to this	Improve circulation; Short Term – increase flows and depth to allow oxygen rich water to displace stagnant water; Long Term – decrease stagnant areas by vegetation management to eliminate hydraulic short circuiting	Increase to 8 ft^3/sec	19	18	Fully open	Fully open	Operating full capacity	N/A		Uniformly thinning and/or filling vegetation bands by hand removal for more even flow and to eliminate stagnant flow areas	
	Odor – Organic sulfur compounds (mercaptans)	Improve aesthetics	These are given off as a result of decaying organic matter, low flow and anaerobic microbial conditions; areas of stagnation will contribute to this											
	Odor – Decaying and rotting animal carcasses	Improve aesthetics	Dead rodents, stray pets and birds	Regularly dispose of carcasses in sealed bags. The area where the carcass was picked up can be sprayed with hydrogen peroxide to eliminate residual odors.	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	

3.2.1 Low Flow Diversion and Flow Control from the Los Angeles River

During nonstorm conditions, this is the primary source of water for the wetlands. The control for this diversion is a sluice gate located in the low flow channel and accessible from the Del Amo Boulevard Bridge. During storm events, the intake gate must be closed.

WRD currently operates and maintains the diversion sluice gate and water control structure. This document does not address operations and maintenance of these facilities, except to specify influent flow parameters.

3.2.2 Water Surface Control Structure No. 1 – Upper (North) East Basin Level

WCS #1 is located just north of the Dominguez Gap Pump Station and controls the water surface in the north half of the wetlands (the Upper East Basin). The structure consists of three side-by-side gates, each consisting of two stop logs for gross-level control with a screw-adjusted weir slide gate for fine tuning. The design calculations estimate that the weir gate and stop log set point for this structure when the wetland has matured will be at about the 18-ft elevation; however, different settings for this structure depending on objectives are provided in Table 3-1. The structure provides optimal plug flow between the Upper and Lower East Basin. The top of the concrete box (and highest operating level) is 21.0 ft. The lowest setting is 16.5 ft.

3.2.3 Flow Control to Siphon

At the wetlands outlet at the downstream end of the Lower East Basin, flow can be directed to the West Basin via a siphon, to the Dominguez Gap Pump Station via a bypass line, or to both. The operation is controlled by two slide gates, one on the siphon inlet to the West Basin, and the other on the bypass line inlet structure. The slide gate on the siphon inlet may, to some extent, control the amount of water allowed to the West Basin, but for the most part is a simple on/off control. In addition, there is a flap gate on the siphon line at the outlet to the West Basin.

3.2.4 Water Surface Control Structure No. 2 – Bypass Line to Pump Station

The slide gate on the bypass line inlet structure provides a sliding weir gate for water elevation control. This structure controls flow to the bypass line back to the Dominguez Gap Pump Station. Water directed through this structure ends up in the forebay or wet well of the Pump Station, and is then discharged to the Los Angeles River by either the low flow sump pump, or the large pumps if they are operating. The top of the concrete box (and highest operating level) at WCS #2 is at 19.0 ft. The lowest setting is not known.

3.2.5 Water Surface Staff Gauges

Water surface elevation staff gauges are mounted near WCS #2, as well as at the water quality station in the West Basin.

3.3 Configurations

3.3.1 Normal Operations

For normal operations, moderate inflow amounts during summer months will maintain wetland vegetation and habitat, provide water quality improvement, provide infiltration, and ensure good aesthetics. In the winter months, lower inflow amounts and reduced water elevation will provide greater flood retention capacity, trash capture, and infiltration.

Normal water elevations are 18 ft in the Upper East Basin, and 17 ft in the Lower East Basin. These elevations ensure appropriate hydration of wetland plants and ample water flow over shallow marsh zones. Elevations could be reduced slightly in the winter months because of increased flow from storm drains and to ensure ample flood retention capacity. Water quality conditions may also determine the choice of inflow rates, and balancing inflow with local evapotranspiration, infiltration, sump pump rate and flow to the West Basin will take some trial and error to maintain a reasonable balance.

Table 3-1 provides information and appropriate settings for normal operations.

3.3.2 Infiltration and Treatment Operational Options

When the West Basin is being operated for infiltration, the treatment efficacy of the wetland becomes important to ensuring good water quality of infiltrate. This section provides a summary of treatment concepts and the two treatment regimes available for providing treatment in natural wetland systems.

Because wetlands are shallow aquatic ecosystems dominated by plants and their organic litter, the treatment capacity of a wetland is dependent upon the rate that water is applied, the available area for treatment, and the concentration of the contaminant being treated. The hydraulic retention time (HRT) of the water within the wetlands is a contributing factor, in that the longer the water resides in the wetland, the greater opportunity for interaction between the water column and the detrital layer, which supports an active microbial community capable of transforming, assimilating, and sequestering common water quality pollutants. For Dominguez Gap, the wetland area is already determined. Therefore, the hydraulic loading rate (HLR) and the water depth are the primary controllable performance variables.

The HLR is calculated as the inflow to the wetland divided by the area. The HRT is calculated by dividing the volume of the wetlands by the flow through the wetlands. Decreasing the HLR will increase the HRT. Increasing the volume by raising the water surface elevation will also increase the HRT. While the depth of water is variable, there are constraints that must be met to sustain a healthy plant community. The main constraint is that the depth of water within the emergent marsh zones should be between 0.5 and 2 ft, and the response of the vegetation to different water depths should be monitored to determine if water depths need to be raised or lowered. Similarly, the influent flow is constrained by the design limit of the channels and control structures, the overall percolation rate of the facility, and the necessity to pump water back out into the Los Angeles River through the pump plant sump pump. Flows above the anticipated average percolation rate of 5 ft^3/sec at the facility can be handled for limited periods of time as

available water storage permits. Once maximum water storage is achieved, HLR greater than the percolation based steady-state HLR will only be achieved by use of the pump plant sump pump on a 24-hour basis.

When operating the wetlands, there are two basic treatment regimes that may be followed. The first is to target a certain effluent concentration of some constituent, like phosphorous for example. To achieve a specific concentration, the HLR can be decreased to give the wetland more time to remove the phosphorous until the limit is met at the effluent.

The other method is to maximize the mass removal. In this method, the concern is not with achieving a certain concentration, but in removing the most constituent mass possible. A greater mass removal can be achieved by increasing HLR to increase system throughput compared to a lesser mass removal by decreasing HLR to decrease effluent concentration. Because nutrient removal in wetlands can be described as first-order kinetic decay rate, a wetland removes most of a pollutant through the first one-third to one-half of the flow path after which the removal tapers off. Therefore, the goal of this operating approach is to increase the flow so that the entire wetland is operating in the maximum removal mode. This scheme will potentially require more tracking and monitoring to determine when the peak flow has been reached.

Table 3-1 summarizes hydraulic operation of the wetlands to meet water quality objective alternatives described above.

3.3.3 Storm Flow Detention

Another required function, and historical precedent, of the Dominguez Gap Spreading Grounds is to provide storm flow detention for the Project 130 Storm Drain and other local storm drains. To enhance basin storage capacity, the water levels may be reduced below normal operating levels during the rainy season, or prior to anticipated large rain events. During high river stages in the Los Angeles River, or prior to anticipated large rain or flood events, the wetland influent from the River should be closed.

3.3.4 Special Operations

From time to time, conditions may arise within the wetlands that require special operations and configuration for specific objectives. This may include conditions that develop requiring immediate resolution, such as public nuisances (odors or biting flies) or public safety issues (such as large mosquito populations, or wildlife disease events). In these instances, immediate changes in water or wetland management may be required.

Table 3-1 provides specific corrective measures which may be implemented at Dominguez Gap once the problems and causes have been identified. It should be noted that some problems may not be easily resolved by corrective measures provided here. Field assessment is strongly recommended to better characterize the nature and causes of a problem, and to determine the best solution. Where an issue arises that jeopardizes public or wildlife safety, or which may provide a significant public perception problem, appropriate wetland experts should be contacted for assistance.

Table 3-2 provides a summary list of potential conditions which may arise in the wetland, specific water quality characteristics which cause these conditions, and general steps for

correction. Although the table covers the most common situations, specific analysis and evaluation may be required prior to identifying an effective corrective action. Without additional analysis in some cases, corrective actions may not be effective, or worse, may make the problem worse.

TABLE 3-2
Common Symptoms of Water Quality Problems Encountered and Corrective Measures Through Wetland O&M

Condition	Indicator	Possible Causes	Corrective Actions	Reference
Dead birds	Dead birds within the vicinity of the wetland	Death could be caused by: 1. Toxic food sources, such as decaying algae, fish, rodents or mollusks 2. One of many viruses that can be transmitted by mosquitoes 3. Low DO, stagnant water, warm temperatures, high organic content in water (dark brown coloration) which promote avian botulism conditions	1. Contact the California Department of Fish and Game 2. Find and dispose of any decaying food sources or carcasses DAILY. 3. Contact public health department for advice on possible West Nile or avian flu infection. If the bird was dead less than 24 hours, it can be tested for the presence of pathogens such as West Nile Virus.	Table 3-1
Fish kills	Dead, dying fish floating on water surface	Low DO level due to oxygen uptake by bacteria or by algae during the night, toxic influents, weather conditions (excessive heat)	Increase DO monitoring; determine the amount of algae in the water by secchi depth, turbidity or total suspended solids analysis; identify possible toxic influent; check system hydraulics, water level, and flow. restock mosquito fish as necessary; remove fish carcasses DAILY to avoid botulism outbreaks	Table 3-1
Low DO	Fish floating and gasping for air, dead fish	High-organic loading, ammonia loading, smothering, high total suspended solids (TSS), algae blooms, tight soils	Check system hydraulics, temporary increase flow to the system. Reduce the input of oxygen demanding substances; lower water levels; reduce the input of solids.	Table 3-1
Dying/unhealthy wetland vegetation	Dead or dying wetland vegetation	1. Water stress, flood stress, macronutrient stress, micronutrient stress, DO stress, pathogen/herbivory, and weather related issues 2. Potential causes of vegetation stress include water levels that are too deep or too shallow, concentrations of nutrients that are too high or too low, herbivory by birds or other animals, excessively low dissolved oxygen levels, or weather-related issues.	See subsequent conditions and suggested actions.	Table 5-2
Excessive aquatic plant growth	Excessively dense vegetation blocking sunlight to water surface and even flow of the water throughout the wetland.	Excessive nutrient-rich influent, such as nitrogen and phosphorus and/or rapid propagation of shoots from a core cluster of plants.	Increased water sampling frequency may monitor changes in nutrient levels. The plant density can be altered by mowing, cutting, and thinning the plants and/or dredging the wetland cell. If the wetland cell can be drained it will be easier for the field operator to get access to the plant clusters with hand and/or power tools.	Table 5-2
Excessive algae growth	Discoloration of water (green, yellow-brown, or red), floating mats of algae or scum, water opaque; dense algae mats	Algal bloom caused by excessively high nutrient level (nitrogen or phosphorus) in water and a lack of circulation within the wetland.	Increase monitoring and sampling frequency, examine the type of algae present. Occasional algae blooms – particularly filamentous algal mats – are not uncommon in surface water in Southern California. If the blooms persist, see hydraulic modifications in Table 3-1. Also, there are a variety of chemical additions that can lock up the phosphorus which is the limiting nutrient for algae growth. The chemicals include alum (aluminum sulfate) and PACs (polyaluminum chlorhydrates). There are also coagulants and algaecides that can be added that are available through lake management supply houses. Permits may be required.	Table 3-1
Unusual water coloration	Discoloration of water (green, yellow-brown, or red)	Possible algal bloom caused by high-nutrient level	Monitor nutrient level at the influent stream. Follow the suggestions above for eliminating or preventing algae blooms.	Table 3-1
Excessive pH fluctuation	Fluctuation of organic and ammonia loading; daily changes due to intense algal photosynthetic activity especially when the water has a low buffer capacity	Intense photosynthetic activity by algae causes a spike in the pH in the afternoon and a drop in pH before dawn.	Reduce input of NH_4, lower water levels. If the changes in pH are due to algae, the treatment described above for phosphorus removal will decrease the algae density and in turn the major swings in pH.	Table 3-1

TABLE 3-2
Common Symptoms of Water Quality Problems Encountered and Corrective Measures Through Wetland O&M

Condition	Indicator	Possible Causes	Corrective Actions	Reference
Foul odor	Stagnant, rotten odor, stagnant water	The foul odors are the result of bacterial process that release organic sulfur compounds and hydrogen sulfide. This is often the result of system short-circuiting that creates zones of stagnation in the wetland.	Check system hydraulics to determine the daily hydraulic loading rate (e.g., 2 inch/day), increase flow accordingly; open up areas of dense vegetation to allow for even flow of water throughout the wetland. Oxygen rich water will suppress the bacterial formation noxious odors.	Table 3-1
High chlorine concentration	Bleach odor in water indicates high level of chlorine. Zooplankton die off can be observed with a simple (20X) field microscope	Possible fire hydrant maintenance activities in the vicinity, illegal discharge to storm drain by swimming pool with high level of chlorine	Divert flow and continue monitoring. If problem persists, contact the health department and public works department to trace source and mitigate. If there is a persistent input of chlorine/bleach in the source water, a drip addition of sodium thiosulfate will inactivate the contaminant to produce harmless chloride ions.	
High levels of salinity	High-salinity level in wetland as determined by a direct conductivity measurement or a total dissolved solids (TDS) analysis in a laboratory.	High evaporation and infiltration rate, salt water intrusion or illegal dumbing of soluble salts upstream of the wetland.	Check water volume, flow and monitor conductivity in the influent. If influent level is within limit, check water balance to determine evaporation and infiltration rate, adjust water level and flow accordingly. If there has been a single dosing of high salinity water then the wetland should be flushed or low TDS water added to lower the overall TDS in the wetland. Sealed wetland chambers and evaporation pans can be set up at a wetland to determine pan evaporation and evapotranspiration.	Table 3-1
High bacterial counts	High total and fecal coliform counts in water monitoring samples	First flush effect after rain event, sewer leak, homeless encampments upstream of the wetland and natural occurrences such as a frequent visitation by flocks of birds that use the wetland as a daily or seasonal stopping point.	Increase sampling frequency; if additional samples show lower counts, it is most likely a natural spike or first flush effect. If additional samples show consistent higher counts, contact public works department to identify possible sewerage leakage, identify possible sources, and conduct repair. The operator should keep a log of observations that include daily weather and presence/absence of wildlife and birds. The greater amount of open spaces in the wetlands favors the inactivation of bacteria by ultraviolet light.	
Mosquito nuisance	Mosquito larvae present in water samples, public complaints, cases of bites	Mosquitoes lay their eggs in stagnant water which could result from short circuiting and stagnation, dense growth of aquatic plants, or irrigation overflow puddles next to the wetland.	The City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program (VCP) (562-570-4132) and the Greater Los Angeles Vector Control District (VCD) is responsible for monitoring for the presence of mosquito larvae in wetlands. Check for system hydraulics to ensure there is an even flow of water throughout the wetland, increase water circulation by increased flow, open up dense stands of plants, check mosquito fish population, apply Bti, contact vector control agency if problems persist. If possible, the wetland can be drained and flooded to break the cycle of larvae maturing to viable adults. If the development of adult mosquitoes persists, the VCD and VCP can order a spraying of wetland with mosquito-specific pesticides.	Table 8-1
Migratory birds nesting	Normally short term and seasonal	Migratory and native birds build nests in or near wetlands and raise their young from February 15 to August 31	Fence off nesting areas, avoid maintenance activities that require vegetation removal or management, heavy equipment (mower, dredger, pumping), or other disruptive activities.	Table 7-1
Water stress	Water level too low or to high	Too little water entering the system; seasonal variation in water flow.	Stabilize the hydraulic loading rate by raising/lowering outlet weirs or adding more water; verify appropriate condition for season.	Table 3-1
Flood stress	High flow, velocity, visible banks erosion, debris	After storm event	Lower outlet weirs or reduce flow to lower water levels; i.e., Normal Operating Condition – Winter	Table 3-1
Weather/physical	Excessive heat, wind and high evapotranspiration	Seasonal weather fluctuations	Maintain flooded conditions in wetland to regulate favorable root temperatures – i.e., Normal Operating Condition – Summer	Table 3-1

4. Wetlands Facility Maintenance

4.1 Water Surface Control Structures and Gates

Weirs and flap gates should be visually inspected for damage and greased to prevent locking. Additionally, all structures should be inspected after major storm events. Maintenance includes periodic (every 3 months minimum) operation of the gates through full cycle to prevent them from locking up, and annual greasing of operators (as instructed by manufacturer).

4.2 Dominguez Gap Pump Station Sump Pump

As a result of this Project, the existing Dominguez Gap Sump Pump will have a higher duty cycle. It is recommended that the current maintenance schedule be adjusted accordingly.

4.3 Trash Booms

The Dominguez Gap Wetland receives stormwater and diverted Los Angeles River water with no pretreatment. It is anticipated that considerable loads of trash and floating debris (floatables), either in runoff or from public visits to the site, will need to be removed from the site at regular intervals. If unchecked, trash can pose a hazard to human health and wildlife and can damage wetland vegetation or block water flow. Trash management is an important component in wetlands operations and maintenance (O&M). The frequency of trash removal will depend on the severity of the problem.

4.3.1 Trash Boom Maintenance

Maintenance should occur as needed based on site monitoring, per manufacturer's recommendations.

4.3.2 Trash Removal

Two primary locations will require larger equipment for removal. The first deep zone of the Upper East Basin will gather trash received from the Los Angeles River. In this area, the wetland vegetation will filter trash and concentrate the trash for removal. A 0.5-inch mesh stainless steel or aluminum screen on the Los Angeles River inlet could reduce this problem, although the screen may also require regular checking and cleaning.

The Project 130 Storm Drain, equipped with a floating trash boom, will require regular trash removal. Refer to Table 4-1 for details. The volume of trash captured in the trash boom will vary throughout the year, with the greatest amount anticipated after the first flush storm event. The trash boom should be cleaned just prior to the wet season and checked after each major storm event during the wet season.

4.4 Silt/Solids Deposition Management

There are two primary locations within the East Basin that may have significant silt deposition: the outlet of the Los Angeles River diversion on the north end of the basin, and at the Project 130 Storm Drain outlet. Monitoring sediment accumulation will determine when excavation of sediment is needed. Sediment should be removed when the bottom elevation exceeds the as-built grades by more than 1 ft. Sediment should be disposed of at an approved disposal facility. Sediment should be removed by hand unless the location is easily accessible by heavy equipment.

TABLE 4-1
Wetland Facilities Maintenance

Structure	Activity	Interval	Purpose	Details	Comments
LA River Diversion*	N/A				County design and construction; follow existing maintenance approach
Water Control Structure No. 1*	Operate Full Cycle	3 months	Prevent Lock Up		
	Grease	Annual	Prevent Lock Up		
Water Control Structure No. 2* (to bypass)	Operate Full Cycle	3 months	Prevent Lock Up		
	Grease	Annual	Prevent Lock Up		
West Basin Sliding Gate*	Operate Full Cycle	3 months	Prevent Lock Up		County design and construction; follow existing maintenance approach
	Grease	Annual	Prevent Lock Up		
West Basin Flapgate*	Operate Full Cycle	3 months	Prevent Lock Up		County design and construction; follow existing maintenance approach
	Grease	Annual	Prevent Lock Up		
	Inspect, clean, and/or replace seal	Annual	Ensure seal		
Pump Station Sump Pump*	N/A				County design and construction; follow existing maintenance approach
Forebay Levee	Inspect for erosion	After significant storms and/or drawdown over spillway crest	Ensure slope stability	Place geotextile and fill with rock in eroded areas as needed	
Storm Drain Discharge Box*	N/A				County design and construction; follow existing maintenance approach
Trail and Road Culverts and Discharge Aprons	Inspect for erosion or piping	After significant storms	Ensure facility integrity	Fill eroded areas and place rock as needed	

TABLE 4-1
Wetland Facilities Maintenance

Structure	Activity	Interval	Purpose	Details	Comments
Trash Booms*	Cleaning/Clearing	Bi-weekly in storm season	Avoid overflow; avoid damage to boom; ensure consistent trash capture		
	Repair	As needed	Maintain function		Per manufacturers instructions/guidelines; www.kepnerplastics.com

*Specific details regarding the manufacturer information were not available at the time of writing

5. Vegetation and Landscape Maintenance

5.1 Irrigation Operations and Maintenance

Table 5-1 provides information on irrigation system operation and maintenance, including appropriate water application. Items addressed in this table include:

- Repair and maintenance of infrastructure
- Appropriate system programming
- Water application and appropriate soil moisture
- Troubleshooting plant condition problems resulting from inappropriate water application

Details of irrigation system infrastructure repair in most cases can be found in the Greenbook (*Standard Specifications for Public Works Construction, Public Works Standards, Inc.*, BNi Publications Inc., latest ed., California) and any additional specifications included as a part of the contract documents for construction of the Project. Specifics of repair are not provided here. Maintenance and programming of the irrigation system controller should refer to the manufacturer's operating manual and the as-built drawings of the irrigation system as needed.

5.2 Water Application

Water application is one of the most important components of successful native plant establishment. Water application to the wetlands was addressed in Section 3, Wetland Operations. Upland water application for riparian woodland or native scrub areas is achieved through a temporary irrigation system, intended to continue only until native upland plants become established. This normally takes about two years, at which point native plants should be sustained by normal site precipitation. Specifics of water application are provided in Table 5-1.

To ensure healthy native plant establishment, key parameters should be followed. Long-duration, infrequent waterings are necessary to encourage deep root growth, as specified in Table 5-1. Irrigation should normally be applied a minimum of 30 minutes to 1 hour (typically applying a rainfall equivalent of 0.5 to 1 inch or more) at a time per zone—typically two times a week in the hottest summer and fall periods or one time a week otherwise. Short-duration (i.e., less than 30 minutes) or too frequent watering should be avoided, as this will encourage shallow root growth and may contribute to plant disease such as root rot, fungus, or downy mildew. Excessive watering also promotes non-native weed growth.

Irrigation for trees and shrubs should continue through two full growing seasons through to the onset of winter rains (i.e., until the onset of rains during the rainy season 2009 – 2010). Assuming adequate rainfall occurs at this time, irrigation can be temporarily stopped.

TABLE 5-1
Irrigation Operations and Maintenance

Item	Constituent	Problem/ Indicator	Parameters	Possible Causes	Corrective Action	Reference	Comments
Irrigation Infrastructure	Spray Heads and Risers	Localized erosion at spray head		Broken head or riser	Repair or replace	Greenbook; Manufacturer Specifications and Operating Manual	Wasted water/ lack of pressure does not allow proper irrigation to the rest of the valve area.
	Spray Heads and Risers	Dry zone or misdirected wet zone		Clogged or misdirected spray head	Repair or adjust	Greenbook; Manufacturer Specifications and Operating Manual	
	Valves and Solenoids	Dry section of vegetation		Malfunctioning valve or solenoid	Repair or replace	Greenbook; Manufacturer Specifications and Operating Manual	
	Controllers	Dry/wet section of vegetation		Programming error or system malfunction	Reprogram or repair	Manufacturer Specifications and Operating Manual	
	Irrigation Line – mains and laterals	Visible leak or saturated soil		Broken or leaking pipe	(Excavate) and repair	Greenbook	
	West Basin auxiliary pump					Acquire manufacturer's specifications	
	West Basin reservoir					Acquire manufacturer's specifications	
Water Application	Irrigation Frequency	Summer Frequency	Should be 2x per week in summer		Programming for long duration, infrequent waterings are suitable; readjust to meet soil moisture parameters		
	Irrigation Frequency	Spring and Fall Frequency	1x per week in spring and fall		Programming for long duration, infrequent waterings are suitable; readjust to meet soil moisture parameters		

TABLE 5-1
Irrigation Operations and Maintenance

Item	Constituent	Problem/ Indicator	Parameters	Possible Causes	Corrective Action	Reference	Comments
	Irrigation Frequency	Winter	If normal rainfall winter, irrigation is not needed; if drought conditions, may be needed 1x per week		Programming for long duration, infrequent waterings are suitable; readjust to meet soil moisture parameters		
	Irrigation Duration	Duration – All Seasons	Should be minimum of 30 minutes to 1 hour per application per zone		Programming for long duration, infrequent waterings are suitable to encourage deep root growth, and low weed growth; readjust to meet soil moisture parameters		
	Irrigation Schedule	Erosion on irrigated slopes		Indicates excessive duration	Reduce duration		
	Irrigation Schedule	Continuously saturated soils		Indicates excessive frequency	Reduce frequency		
Soil Moisture	Soil penetration as measured with a Tile Probe (in)	Trees – Too high	> 36 inches	See above	Adjust, per above	National Weather Service climatic information and water bills may be used to determine amount of water applied	Soil moisture conditions are best determined by a specialist in native plant growth and establishment, and with more sophisticated equipment; method specified is inexact and requires experienced interpretation
		Trees – too low	0-12 inches	See above	Adjust, per above		
		Trees – correct	***18-24 inches***	See above	Adjust, per above		
		Shrubs – too high	> 24 inches	See above	Adjust, per above		
		Shrubs – too low	0-4 inches	See above	Adjust, per above		
		Shrubs – correct	***6-12*** inches	See above	Adjust, per above		

During the onset of the seasonal dry period in late spring and summer 2010, plants should be closely monitored for signs of drought stress. This is especially true for riparian trees such as California sycamore (*Platanus racemosa*) or Fremont cottonwood (*Populus fremontii*), which may require longer periods of irrigation to establish. If so, it is recommended that drip irrigation heads be added to the system and system shunts be designed so that irrigation is applied only to tree wells requiring continued water application.

The irrigation phase-out period may be particularly stressful to plants under the following circumstances.

- There were drought conditions in natural rainfall pattern during the preceding 12 to 24 months.
- The roots of riparian trees (willows, cottonwoods, and sycamores) did not reach adequate ground moisture/ground water.
- Irrigation application during preceding periods was not appropriate – i.e., it was not applied so as to encourage deep root growth.

In the case of drought conditions, irrigation may need to be extended intermittently on an as-needed basis until natural rainfall patterns show drought recover or until the plants are sufficiently hardened to lower irrigation application rates, which can be achieved by slowly reducing the amount of irrigation applied.

In the case of riparian tree roots not reaching adequate groundwater, drip irrigation can be applied to trees only, preferably applied deep in the soil to the root zone. To achieve this, a PVC tube can be inserted in a bored hole adjacent to the plant, with a drip irrigation tube extending to the bottom of the hole. Depth of this tube varies by species, but for most riparian trees it should be at least 6 to 8 ft deep.

In the case of irrigation not encouraging deep root growth, the irrigation schedule should be adjusted to the specifics provided in Table 5-1 (i.e., long duration, infrequent water application) and continued until deep root growth is achieved.

5.3 Weed/Exotic Species Management

5.3.1 Background

Weeds, invasives, or exotics are synonymous terms for undesired non-native plants. Many of these plants can out-compete, thus displace, the target native plants that provide the habitat that the Dominguez Gap Wetlands have been designed around. This is why weed control is one of the most important components in wetland and habitat maintenance. One mature weed plant will seed hundreds or even thousands of plants in following seasons. The initial grow and kill has given native plants in the Project a significant head start and reduced number of weeds during the first season. Maintenance of the seed bank and cultivation of native cover are of the utmost importance in preserving the successful beginning of the Project. Aquatic habitats may also be susceptible to weed invasions, and often aquatic weedy plants may germinate from fragments of vegetative material transported in by water.

General information on vegetation maintenance is provided in Table 5-2. Information on weed/exotic species management is provided in Table 5-3.

5.3.1.1 Grow and Kill

The initial planting of the Dominguez Gap Wetlands incorporated an extensive 3-month-long weed germination and eradication cycle in which the upland was watered, the existing seeds were germinated, and the young plants were killed with herbicide. Following this cycle, target container stock plants were placed in the ground to establish a mature native cover.

Wetlands were not subjected to grow a kill, and generally do not require this, since weedy species targeted in this will not survive in wetland conditions.

5.3.1.2 Native Cover

Container stock has been planted throughout the site consisting of upland trees and shrubs on slopes, and emergent wetland plants along the wetland border or within shallow zones in the wetland. Ultimately, the best defense against weeds is an extensive, perennial, native cover, whether in wetlands or uplands.

In uplands, the key to long-term weed control is a dense perennial shrub growth that out competes weedy species for light, nutrients, and water and survives without supplemental irrigation water. Supplemental irrigation water favors non-native weedy species. However, native shrubs and trees normally require at least 2 years of supplemental water to get established. After that, application of irrigation water should be terminated (with the caveats noted in Section 5.2). Within upland slopes at Dominguez Gap, over 1,200 shrubs per acre were planted. Over time, these should fill out to create a dense shrubland that allows very little light penetration and should limit the ability of weeds to become established.

5.3.1.3 Seed Bank

The seed bank is the assortment of ungerminated seeds, which are present in upper soil layers and may germinate when conditions are suitable. Maintaining a seed bank of native seeds is the most efficient way to maintain a site of native plants. Invasive plants or weeds, as described below, should NEVER be allowed to "go to seed," meaning that the plant's lifespan should not exceed the time that it takes for that plant to produce mature seeds. Because most weeds quickly mature and are prolific seed producers, neglecting weed control for even short periods of time can rapidly and exponentially increase the problem. It may have been Ben Franklin that said "One year to seed, seven years to weed."

Following the weed germination and eradication and container stock planting, native seed was applied to the site using hydroseeding methods. This seed mix contained a mix of annual and perennial native plants, primarily herbaceous, intended to rapidly fill up the site with native cover and produce a seed supply that would overwhelm any weed seed in following years. This successful hydroseed mix also provided an extensive and showy cover of wildflowers. However, in the long run, the contribution of these herbaceous plants to native cover and preventing weed invasion is temporary, while container stock matures and fills out the canopy cover.

TABLE 5-2
Vegetation Maintenance

Item	Constituent	Problem/ Indicator	Possible Causes	Corrective Action	Reference	Comment
Plant Health	Leaf Color	Brown, wilted, senescent	Inadequate Moisture	Irrigate	http://www.laspilitas.com/advanced/advdiseases.htm	If irregular plant problems persist, bring in a specialized native plant consultant
	Leaf Color	Yellow	Inadequate Nutrient	Fertilize; generally only required in native plants in very depauperate soils	http://www.laspilitas.com/advanced/advdiseases.htm	If irregular plant problems persist, bring in a specialized native plant consultant
	Leaf Color	Spots	Stress – multiple causes	Analyze and resolve	http://www.laspilitas.com/advanced/advdiseases.htm	If irregular plant problems persist, bring in a specialized native plant consultant
	Leaf Sheen	Lower	Inadequate Moisture	Increase irrigation	http://www.laspilitas.com/advanced/advdiseases.htm	If irregular plant problems persist, bring in a specialized native plant consultant
	Plant Form	Daytime wilting leaves	Inadequate Moisture	Resolve	http://www.laspilitas.com/advanced/advdiseases.htm	If irregular plant problems persist, bring in a specialized native plant consultant
	Plant Form	Dropping/Shedding leaves	Inadequate/excess Moisture	Resolve	http://www.laspilitas.com/advanced/advdiseases.htm	If irregular plant problems persist, bring in a specialized native plant consultant
	Pests	Holes in leaves	In urban areas, native habitat may act an attractant for regional pest problems	Generally not problematic in native plants; no action needed		If irregular plant problems persist, bring in a specialized native plant consultant
	Pests	White residue on leaves		Generally not problematic in native plants; no action needed		If irregular plant problems persist, bring in a specialized native plant consultant
	Plant Condition	Root rot, fungus, downy mildew	Overwatering of native plants	Reduce watering frequency	http://www.laspilitas.com/advanced/advdiseases.htm	If irregular plant problems persist, bring in a specialized native plant consultant

TABLE 5-2
Vegetation Maintenance

Item	Constituent	Problem/ Indicator	Possible Causes	Corrective Action	Reference	Comment
	Herbivory	Plants or leaves clipped off	Waterfowl or deer browse on young plants or shoots; in urban areas, native habitat may act as refuge, attracting regional wildlife	Provide 1/2-inch polyethylene mesh placed on 8-inch wooden stakes for low, herbaceous wetland plants near water to reduce waterfowl forage; use tree tubes or deer repellant products where forage on upland shrubs and trees persist		
	Mortality	Growing season senescence	Unknown	Replant in kind		If irregular plant problems persist, bring in a specialized native plant consultant
Plant Growth Form	Plant Growth and Density	Wetland plant density constraining hydraulics, creating stagnant zones, or short circuiting	Wetland growth over time; excessively high nutrient levels	Drop waterline and thin emergent vegetation either by hand or specialized equipment for harvesting aquatic vegetation		
		Perceived fire risk from overly dense plants		Trim vegetation as needed; for all tree trimming use clean, sterile tool and apply sealant on all cut surfaces when complete		
		Trees or shrubs overgrowth affecting site visibility and security, or branches interfering with trails or access ways	Natural growth over time	Prune deadwood, broken branches, and branches to be trimmed using sterilized tools; seal trimmed branches or roots with an appropriate coating to prevent damage by insects, fungi or bacteria; Certified Arborist shall conduct all tree trimming and coating.		

TABLE 5-3
Vegetation Maintenance – Exotic Species Control

Item	Constituent	Possible Causes	Details	Reference	Comments
Unacceptable Site Practices	Mowing	N/A	UNDER NO CIRCUMSTANCES SHOULD UPLAND SLOPES AT DOMINGUEZ GAP BE MOWED; mowing damages native container stock, causes an increase in weed establishment at the site, and may violate federal laws protecting migratory birds (see text).		
	Tilling	N/A	UNDER NO CIRCUMSTANCES SHOULD UPLAND SLOPES AT DOMINGUEZ GAP BE TILLED; tilling damages native container stock, causes an increase in weed establishment at the site, and may violate federal laws protecting migratory birds (see text).		
General	Weed Identification		Crews experienced at native plant and weed identification are required. Online resources are available to assist with plant identification, and to identify native vs. non-native plants. Consult original contract documents for the plant palette of native plantings at the site.	http://www.cal-ipc.org/ http://plants.usda.gov/ http://www.ipm.ucdavis.edu/PMG/weeds_common.htm http://www.calflora.org/ http://www.calweeds.com/shop/agora.cgi http://www.theodorepayne.org/gallery/glossary.htm	
	Avoiding Weed Dispersal		When moving and disposing of vegetative material, ensure seeds are not distributed; enclose plant material in sealable bags or tarps. Do not mulch exotic vegetation onsite; rather haul off-site and dispose of in landfill. Equipment brought to the site should be thoroughly cleaned to remove any potential soil or weed seed.		

TABLE 5-3
Vegetation Maintenance – Exotic Species Control

Item	Constituent	Possible Causes	Details	Reference	Comments
	Protecting Natives		Contact with native shrub and grass species shall be avoided when applying herbicide; in the event of gusty winds or winds in excess of 5 miles per hour, all work shall be temporarily discontinued. Work shall not be conducted in rain or where rain is forecast within 48 hours. Hand weeding shall be implemented as an alternative to herbicide application to control exotic vegetation, where feasible. For general herbicide applications, Rodeo™ applications shall be required for use in areas which are in immediate contact with wetlands and other waterbodies; Roundup™ shall be used elsewhere.		
	Public and Worker Safety		Applicators shall possess current pest control licenses valid in the State of California and shall wear gloves, masks, eye protection, and long sleeves as protection from chemical injuries.		
Woody Exotics	Arundo	Upstream source of plant material	Surround arundo removal locations by silt screen fence. Removal shall be conducted by physical means using hand crews or machinery. All arundo plant material shall be removed. Tarps shall be used to carry plant debris to a staging area where it is loaded onto a truck and hauled to a county landfill. No onsite mulching of arundo plant material is allowed. All arundo root mass shall be excavated and removed from the site.		Consult a specialist before significant eradication processes are undertaken.
	Other woody exotics (e.g., pepper, locust, salt cedar, eucalyptus, etc.)	Local seed source	Cut stem at ground level and apply Roundup™ or Rodeo™ at a 100 percent rate to the cut stem within 5 minutes of cutting. Rodeo™ applications shall be required for use in areas which are in immediate contact with wetlands and other waterbodies; Roundup™ shall be used elsewhere. Follow-up foliar applications shall be applied a minimum of every 3 months to any regrowth until plant is completely eradicated.		

TABLE 5-3
Vegetation Maintenance – Exotic Species Control

Item	Constituent	Possible Causes	Details	Reference	Comments
Herbaceous Exotics	Herbaceous Annuals (mustard, erodium, etc.)	Local seed source and onsite dispersal	A foliar application of Rodeo™ shall be used on each plant at a minimum rate of 12 percent (plus 2 percent by volume [V/V] of nonionic surfactant). Applications shall be on a spray-to-wet basis and coverage shall be uniform and complete. Treatments shall be temporarily discontinued in the event of rainfall. Sprayed vegetation shall be left undisturbed for 7 days to allow the herbicide to be distributed throughout the entire plant. Visible effects of herbicide application consist of wilted and brown foliage and disintegration of root material. All treated plant materials shall be removed via a flail mower or other appropriate means and disposed of offsite at an appropriate landfill site. After initial site weed removal, hand weeding shall be implemented as an alternative to herbicide application to control exotic vegetation, where feasible.		
	Iceplant	Resprout from onsite sources	Apply a foliar application of Roundup™ or other equivalent glyphosphate herbicide on each plant at a minimum rate of 2.5 percent (plus 2 percent V/V of nonionic surfactant); provide applications on a spray-to-wet basis with coverage uniform and complete; apply to all visible stems. Leave sprayed vegetation undisturbed for 7 days until visible effects of herbicide application are present consisting of wilted and brown foliage and disintegration of root material; remove all treated plant materials by hand or other appropriate means and dispose of offsite at an appropriate landfill site. Minimize disturbance to soil while removing plant material. Cover all loads while removing vegetation using a tarpaulin.		

TABLE 5-3
Vegetation Maintenance – Exotic Species Control

Item	Constituent	Possible Causes	Details	Reference	Comments
Wetland Weeds	*Ludwigia peploides* var. *montevidensis*	Shallow benching without emergent cover; vegetative material carried in with water	A foliar application of Triclopyr (Trade name Renovate3® or equal triethylamine [TEA] salt formulation of triclopyr that is registered for use in aquatic or riparian environments) shall be used on each plant at a minimum rate of 2 gallons per acre treated (plus 2 percent V/V of nonionic surfactant). Provide initial wetland draining entirely to expose all Ludwigia surface area including submerged stalks and root mass. During this time the Ludwigia will be left alone to ensure that as much of the leaf blade surface is facing up as possible. Apply herbicide within 2 days of completion of wetland draining, and prior to plant desiccation. Applications shall be on a spray-to-wet basis and coverage shall be uniform and complete. Contact with native shrub, grass, or wetland species shall be avoided as much as possible, while ensuring 100 percent coverage of all Ludwigia vegetation. Treatments shall be temporarily discontinued in the event of rainfall. Vegetation shall not be removed until plant mortality is complete. Visible effects of herbicide application mortality consist of wilted and brown foliage and disintegration of root material. All treated plant materials shall be removed via a flail mower or other appropriate means and disposed of offsite at an appropriate landfill site. Ensure that no small live pieces of Ludwigia remain on the site or come in contact with water or directly in contact with moist soil. After initial site weed removal, rehydrate wetland. Site shall be closely monitored for recolonization or resprouts of Ludwigia, or incomplete mortality from initial application. If resprouts or recolonization occur, repeat wetland draining and application as described above.		Consult a specialist before significant eradication processes are undertaken.
	Others		Determine method on case-by-case basis.		

5.3.1.4 Weed Species

Weed species found in Southern California are documented by the California Invasive Plant Council (http://www.cal-ipc.org). This website contains an invasive plant database, plant profiles, and extensive other information on invasive plants and control. Additional reference information is provided in Table 5-3. Some common upland weedy species in Southern California include the following:

- Garland *(Chrysanthemum coronarium)*
- Brome grasses *(Bromus spp.)*
- Mexican tea *(Chenopodium ambrosioides)*
- Wild radish *(Raphanus sativus)*
- Sow thistle *(Sonchus asper)*
- Bull thistle *(Cirsium vulgare)*
- Fountain grass *(Pennisetum setaceum)*
- Cheeseweed *(Malva parviflora)*
- Scarlet pimpernel *(Anagallis arvensis)*
- Slender wild oat *(Avena barbata)*
- Filaree *(Erodium spp.)*
- Tocolote *(Centaurea melitensis)*
- Common knotweed *(Polygonum arenastrum)*
- Annual beard grass *(Polypogon monspeliensis)*
- Arundo *(Arundo donax)*
- Tree-of-heaven *(Ailanthus altissima)*
- Locust *(Robinia ssp.)*
- Gum tree *(Eucalyptus spp.)*
- Peruvian pepper tree *(Schinus molle)*
- Salt cedar *(Tamarisk spp.)*
- Castor bean *(Ricinus communis)*
- Tree tobacco *(Nicotiana glauca)*
- Kikuyu grass *(Pennisetum clandestinum)*
- Pitseed goosefoot *(Chenopodium berlandieris)*
- Sow thistle *(Sonchus spp.)*
- Hemlock *(Conium maculatum)*
- Wild radish *(Raphanus sativus)*
- Fennel *(Foeniculum vulgare)*
- Bermuda grass *(Cynodon dactylon)*

5.3.2 Weed/Exotic Species Management

Specific details on Weed/Exotic Species Management are provided in Table 5-3.

5.3.2.1 Unacceptable Weed Removal Methods

Tilling

Tilling, or the turning over of soil, is a weed-control practice used on agricultural lands that can be effective in upland habitats if the soil is allowed to dry out and the area is replanted and seeded. However, because of the extensive native cover planted at Dominguez Gap, tilling is likely to disturb native cover stock, and may also disrupt the natural chemistry of soil, allowing weed seeds to proliferate from soil disturbance. Fragmenting weeds resulting from tilling will also lead to more widespread growth of non-native plants. It may also violate federal laws protecting migratory birds (see below).

UNDER NO CIRCUMSTANCES SHOULD UPLAND SLOPES AT DOMINGUEZ GAP BE TILLED.

Mowing

Mowing is sometimes used to reduce weed cover and thatch late in the growing season, typically after annuals have matured. The method does not remove weeds, it merely cuts back the dense thatch that develops during the growing season. It is sometimes used as a fire control method.

UNDER NO CIRCUMSTANCES SHOULD UPLAND SLOPES AT DOMINGUEZ GAP BE MOWED.

There are several reasons for this:

1. Mowing would severely damage existing native container stock, including trees and shrubs planted on the site which may or may not be visible at the time of mowing, but may be pushing there way through the canopy as they mature. Because of the extensive number of these plants, there is no portion of the site which could be mowed without damaging native plants.
2. Mowing, which is typically done late in the spring or early summer, would result in maturation of weed seed from existing weeds after they are cut and left to desiccate. The seed dispersal resulting from this would guarantee a robust crop of weeds the following year.
3. Native ground and shrub nesting migratory birds utilize the Dominguez Gap site, and may be present breeding on the site between February and August. The federal Migratory Bird Treaty Act (16 USC 703-712; 50 CFR 10) prohibits the "take" of migratory birds, and protects eggs, nests, and feathers, unless permitted. Take is defined in part as "pursue, hunt, take, capture, kill, attempt to take, capture, or kill… any migratory bird, any part, nest, or eggs of any such bird". Hence, any mowing activity during the breeding season would potentially violate this federal law.

5.3.2.2 Physical Removal of Weeds

Hand-pulling Weeds

For localized weed control, this is the most effective method. This effort should be focused on weed species that have a single-root mass (for example, thistle, sow thistle, dandelion, small palms, and seedling trees), facilitating easy removal. Hand-pulling is less effective in very large areas and with weed species that spread through an underground root system (for example, Bermuda grass). Hand removal of weeds also requires skill or training in plant identification. Photographs of native wetland plants and of common weeds should be provided to field staff (especially volunteers) for use in determining which plants are to be considered weeds and which are to be protected.

Mechanized Clearing

Hoeing and weed whipping can be employed for controlling weeds in small areas. However, **CARE MUST BE EMPLOYED WHEN USING THESE METHODS ADJACENT TO NATIVE PLANTS, SO THAT PLANTS ARE NOT DAMAGED.**

- Hoeing works best on patches of small weeds and with weeds that have a single-root mass. It is less effective on larger weeds that can regenerate from cut roots. It should not

be used on weeds approaching maturity, as seeds can mature and be released on cut plants. Hoed plant material should be bagged and removed.

- Weed whipping can be used for weed removal in limited upland areas with herbaceous plant covers; however, it should not be used on weeds approaching maturity, as seeds can mature and be released on cut plants, and care must be employed when weed whipping adjacent to native plants. Cut plant material should be bagged and removed.

Solarization

Solarization should only be used on areas which are showing to have a robust weed seed bank. If mustard, castor bean, or another annual weed has been left to propagate mature weed seeds and repetitive spot treatment has proven to be unsuccessful, solarization becomes viable.

Solarization works by magnifying the suns heat on the ground and killing ungerminated weed seeds. To solarize, clear all vegetation in problem area down to bare soil and till. Cleanly place clear plastic, between 2 to 6 mils, over the problem area and weigh down appropriately. Leave the plastic for 4 to 6 weeks. Because of the slow timeframe and the visibility to the public, if this method is used, it must be done cleanly and weighted down securely.

5.3.2.3 Chemical Methods for Weed Removal

Herbicide Spraying

Herbicide applications are a widely used, effective control method for removing infestations of invasive weed species. However, **INADVERTENT APPLICATION OF HERBICIDE TO ADJACENT NATIVE PLANTS MUST BE AVOIDED**, which can often be challenging when weeds are interspersed with native cover.

The most commonly used herbicides contain a family of chemicals called glyphosates. Glyphosate (brand names Rodeo™, Roundup™, and Accord™) is a nonselective, systemic herbicide that is effective on many annual and perennial plants. It works by blocking an enzyme pathway that is important for plant protein synthesis, which is most effective if full coverage over the plants leaf is accomplished. This is most effective when used in conjunction with linseed oil or another surfactant, which aids in spreading an even layer across the surface of the leaves.

The United States Environmental Protection Agency (EPA) has deemed glyphosate to have a relatively low degree of oral and dermal acute toxicity. It is considered to be immobile in soil and readily degraded by soil microbes to the metabolite aminomethyl phosphonic acid (AMPA) and then to carbon dioxide. The EPA states that it is minimally toxic to birds, fish, aquatic invertebrates, and honeybees (EPA, Office of Prevention, Pesticides, and Toxic Substances, *Glyphosate*, 1993). Despite the EPA's claims, however, several independent laboratory studies have shown that glyphosate can act as an endocrine disrupter in human cells and act as a carcinogen to humans. In addition, it can cause genetic damage, lead to abnormal development, and compromise the immune systems of a wide variety of aquatic life including fish and frogs. Application of glyphosate herbicides has also shown to increase the severity of a variety of plant diseases. Glyphosate has a low-risk potential for contaminating groundwater because of its strong adsorptive potential to soil. However, it does present a risk to surface water because it cannot be readily broken down by water or

sunlight. While the herbicide is applied directly to the plant and not directly to the water, the potential still exists for the contamination of water by way of runoff. This fact must be strongly considered when applying glyphosates to a constructed wetland area due to the possibility for contamination of nearby recreational or drinking water sources. Because of the potential for harm to both human life and the effects on the ecosystem, the blanket use of chemical herbicides for routine weed control maintenance should be carefully weighed.

5.3.2.4 Aquatic Weed Removal

A common weed in Southern California wetlands is floating primrose-willow (*Ludwigia peploides* ssp. *montevidensis*). The plant is non-native to California and is considered highly invasive. Moreover, the dense growth pattern has proven to house dense populations of mosquitoes, creating a public health threat in conjunction with the ecological threat of the plant. *Ludwigia peploides* ssp. *montevidensis* is an aquatic vascular plant which is characterized by a high growth rate in transitional and emergent marsh zones where water moves slowly. After rooting in this shallow zone, the plant sends out stems, first growing laterally with roots at each node, then vertically up to 5 ft. While this species can reproduce via seeds, the primary infestation occurs through vegetative asexual reproduction. Fragments as small as 1 inch long will reproduce. The plant grows quickly, and can double biomass in 1 to 2 months. It has been known to blanket open water ponds in wetlands in a matter of a few months.

Figures 2a and 2b provide photographs of *Ludwigia* and an infestation.

Avoiding Infestation

The key to avoiding *Ludwigia* infestation appears to involve the following.

- Ensure all shallow marsh areas are completely covered by native emergent vegetation. *Ludwigia* establishes on shallow soil benches usually 1 or 2 ft deep at the most. If these surfaces are covered with emergent plants, there is less opportunity for *Ludwigia* to establish. Once established on a bench, it may spread out across deeper pools.
- Provide screening of the wetland inlet. A 0.5-inch screen mesh (stainless or aluminum) will limit the ability for fragments of *Ludwigia* to enter the wetland, which is how colonization typically begins.
- While screening may be possible on the Los Angeles River inlet, it could not be achieved on storm drain outlets. For that reason, treating *Ludwigia* within any open, perennially wet storm channels within the watershed may be necessary to avoid long-term colonization of the wetland.

Method of Removal

Ludwigia is a perennial species that regenerates aggressively from root and stem fragments. A systemic herbicide will be required to effectively eliminate infestations. Two compounds that have had the greatest success in controlling *Ludwigia* are glyphosate (trade names Aquamaster and Rodeo™) and triclopyr (trade name Renovate 3, and others), formulated for aquatic application. Glyphosate controls both broadleaf plants (such as *Ludwigia*) and monocots (grasses, reeds, and sedges). Triclopyr controls only broadleaf plants and is thus the preferred systemic herbicide to be used in controlling *Ludwigia* to avoid impacts to other native emergent vegetation. Moreover, Triclopyr does not strongly adhere to soil particles

and breaks down rapidly. Reported half-life in soil ranges from 30 to 90 days, depending on soil type and environmental conditions, with an average of about 46 days. Reported half-life in water ranges from 2.8 to 14.1 hours, depending on season and depth of water. Triclopyr is slightly to practically nontoxic to birds, slightly to practically nontoxic to fish, and has little if any potential to accumulate in aquatic organisms.

To effectively apply this herbicide, the wetland must be drained completely to expose leaves and stems of *Ludwigia*. Plants should not be disturbed during this period, and within a short period of time (1 day maximum) the herbicide should be applied, prior to plant desiccation when herbicide uptake will be less likely to occur. The wetland should remain drained and the plants undisturbed until they are thoroughly dead, usually within 1 to 2 weeks. At that point, dead plant material can be removed. However, if any green shoots or roots remain, reapply herbicide prior to refilling wetland. A thorough search for any living plant material is appropriate.

The site will require close monitoring for recolonization by this aggressive species, and treatment should be repeated as needed.

5.4 Wetland Plant Maintenance

Generally, wetland plants may be self-maintaining once established. There are few non-native species that may establish within emergent wetlands to the exclusion of native bulrush (*Scirpus* sp.) and cattail (*Typha* sp.), although there are variants or hybrids of species that may not be native. Some wetland weeds may invade open water or shallow zones and were addressed above. Transitional Marsh may be invaded by non-native plants. In some cases, these species are so ubiquitous and have desirable wetland plant characteristics, that they are not typically controlled (such as some species of *Rumex*). However, in other cases, weed control is necessary. In addition, native plants may establish aggressively in Transitional Marsh (such as willows). Willows (*Salix* sp.) while planted in some zones, are not intended in Transitional Marsh zones. The Transitional Zone provides a low canopy area at the wetland perimeter which allows for viewing into the wetland, increases a sense of site security, and provides an opening where VCP or VCD may apply mosquito larvicide.

Overly dense growth in emergent wetlands can produce conditions that constrain hydraulic conductivity, provide greater risk of mosquito production, and generally degrade wetland performance.

The following general maintenance guidelines should be applied to Project wetlands.

- Maintenance in overly dense emergent growth conditions will include draining or drawdown of wetland, and harvesting vegetation with appropriate equipment. Generally, rubber tired equipment is preferable for operation in wetlands. Amphibious harvesting equipment is also available for wetland management; however, this equipment is generally not available to small wetland managers.
- Weed and nuisance plant control will be implemented on overly aggressive weeds in wetlands (especially Transitional Marsh). Willows, if established, will be cut at the base, with application of full strength herbicide to the cut base. Herbicide approved for application in aquatic systems (such as Rodeo™) will be used for this.

5.5 Upland Plant Maintenance

5.5.1 Tree and Shrub Maintenance

Trees and shrubs are anticipated to be largely self-maintaining. However, refer to Table 5-1 for irrigation maintenance and water application and Table 5-2 for specifics on vegetation management. Specific issues addressed in Tables 5-1 and 5-2 include:

- Plant pests or diseases
- Plant condition, requiring diagnosis
- Plant mortality
- Tree or shrub trimming as needed
- Irrigation and appropriate water application

Irrigation and water application for trees and shrubs was addressed in Section 5.2.

5.6 Pest Management

Specifics on pest management and plant health and condition are provided in Table 5-2. In most cases, problems detected in plant health and condition should be addressed by a specialist familiar with care and maintenance of native plants. Pest management may also include excessive herbivory on wetland or upland plants by local wildlife populations and is also addressed in Table 5-2.

5.7 Erosion Management and Control

- The basins shall be inspected annually for erosion. Corrective measures will include:
- Filling eroded surfaces with clean native soil
- Reinstalling or extending bank protection (riprap) when in the vicinity of existing riprap banks
- Reinstalling coir fiber matting on erosive surfaces
- Replanting exposed soil, including hydroseeding where appropriate

Greenbook methods should be used to address erosion repair and installations.

6. Public Use Amenities Maintenance

6.1 Litter Control

Regular, scheduled trash and floatables removal should be performed per Table 4-1 for the wetlands trash boom and Table 6-1 for upland litter receptacles.

6.2 Hardscape

Refer to Table 6-1 for information on hardscape maintenance and to the Greenbook for any details on repair. In most cases, it is anticipated maintenance will involve graffiti removal. More information on this is provided below.

6.3 Access Roads and Trails

Refer to Table 6-1 for information on access roads and trails maintenance and to the Greenbook for any details on repair. Excessive irrigation, or poor drainage are likely to result in higher maintenance requirements for roads and trails and should be addressed prior to any facility repair.

6.4 Site Furnishings

Refer to Table 6-1 for information on site furnishing maintenance and to the Greenbook for any details on repair. In most cases, it is anticipated maintenance will involve graffiti removal. More information on this is provided below.

6.5 Graffiti

6.5.1 Preventative Maintenance

6.5.1.1 Psychological

The best deterrent to graffiti is immediate removal. If graffiti is removed within 24 hours of its first appearance, it is unlikely to be painted again. Graffiti should be reported to the Graffiti Abatement Hotline (800-675-4357). Minor occurrences can be removed with a cloth and graffiti removal product such as "Goof-Off." Care should be taken not to also remove the underlying paint, if any. Graffiti should not be painted over without prior approval.

TABLE 6-1
Public Amenity Maintenance

Item	Constituent	Problem/ Indicator	Possible Causes	Corrective Actions	Details	Reference	Comments
Litter Control	Trash Receptacles	Full		Decrease service interval			
	Trash Receptacles	Graffiti		Report to Abatement Hotline	(800) 675-4357		
Hardscape	Fences and Gates	Graffiti		Report to Abatement Hotline	(800) 675-4357		
	Fences and Gates	Open, eroding posts, fence in disrepair		Repair as necessary			
	Stone Facade Walls	Graffiti		Report to Abatement Hotline	(800) 675-4357		
	Shelters	Graffiti		Report to Abatement Hotline	(800) 675-4357		
Site Furnishings	Interpretive Signs	Graffiti		Report to Abatement Hotline; recommend removable/ disposable acrylic covers if problems persist	(800) 675-4357		
	Benches	Graffiti		Report to Abatement Hotline	(800) 675-4357		
Roads and Trails	DG Pathways	Erosion	Broken irrigation line; obstructed drains or pipes	Repair irrigation; clear drains; provide coir log or other means to stop channelizing; fill eroded areas with soil and plant as appropriate	Use Greenbook for details	http://www.jbcnaturals.com/ coir_fiber_logs.htm	
	DG Pathways	Loss of binder	Time, high traffic, excessive irrigation water	Regrade and apply binder	Use Greenbook for details		
	Asphalt Roadways	Pot hole	subsurface water movement	Fill and repave	Use Greenbook for details		
	Gravel Roadways	Erosion	Broken irrigation line; obstructed drains or pipes	Repair irrigation, clear drains, regrade and fill with gravel as appropriate	Use Greenbook for details		
	Mulched Trail	Loss of mulch	Erosion, high traffic	Reapply mulch	Use Greenbook for details		

6.5.1.2 Physical

Graffiti coatings can be instrumental in combating graffiti. There are two types of graffiti coatings: permanent and temporary. Permanent coatings seal the undersurface and make it impervious to paint, tar, and markers. Some of these coatings have gone out of favor because graffiti removal involves the use of solvents and intensive scrubbing. However, a new generation of long-lasting coatings may be cleaned with a less damaging solvent such as "Simple Green." Temporary coatings are intended to be removed along with the graffiti. Some of these products have a waxy, polymer base that is removed with a hot water pressure sprayer. After cleaning graffiti in this manner, the coating needs to be immediately replaced in order to be effective.

In scenarios of consistent graffiti, vegetative growth can act as a renewable barrier to many surfaces such as stone-façade walls at shelters and overlooks at the Project site. Appropriately planted vines may cover these surfaces. Vine species suitable for this application may include California wild grape (*Vitus californica*), California blackberry (*Rubus ursinus*), or Virgin's bower (*Clematis ligusticifolia*). These would require temporary irrigation and some training to effectively establish on the stone-façade/wall.

For educational signs, if graffiti problems persist, multiple thin layers of acrylic (i.e., 1/8 or 1/6 inch) may be placed on top of signs and screwed in place. These disposable layers could then be removed individually as necessary when signs are defaced.

6.5.1.3 Corrective Actions

Report graffiti to the Graffiti Abatement Hotline (800-675-4357) as soon as it is observed on the property.

7. Wildlife Management

It is anticipated that with establishment of restored wetland, riparian, and scrub habitat, native wildlife species will colonize the site. While active wildlife management is not proposed for the Project site, this may be re-evaluated if problem conditions develop and if funding sources for wildlife management become available. The measures described below assume conditions require them and that funding is available. Refer to Table 7-1 for wildlife management measures.

7.1 Exotic Species and Control

Exotic species control on the Project site would be implemented where exotic species are jeopardizing sensitive native wildlife populations. Brown-headed cowbird, for example, is a nest parasite that lays its eggs in the nests of native songbirds, and may significantly depress breeding success of native birds. Feral house cats may also negatively affect breeding birds. Bullfrogs are not native to the western states, and can significantly depress populations of native amphibians and reptiles by competition and predation.

- Brown-headed cowbird trapping can effectively reduce cowbird populations, and benefit native species. Cowbird trapping is most successful in the later winter (January on) when wintering cowbirds are generally flocked, and during the spring breeding period. Traps are set with live decoy birds. Native species may also become trapped, but would be released unharmed.
- Control of feral or domestic dogs and cats can be conducted by trapping the site.
- Bullfrogs can be controlled by draining the wetland on a minimum 2-year cycle; this interrupts the bullfrog breeding cycle, since larvae require a 2-year aquatic phase to mature. Spearing or "gigging" bullfrogs 2 to 3 times a year can reduce adult populations. This is conducted at night by using spotlights to find and hypnotize bullfrogs.
- Red-eared sliders are a non-native semiaquatic turtle that competes with native pond turtles. Trapping may effectively reduce populations.

7.2 Wildlife Disease and Mortality

Wildlife disease or mortality may occur for various reasons, in some cases reaching outbreak proportions where multiple diseased or dying organisms are present. While these events rarely jeopardize entire populations of wildlife, and are not likely to jeopardize highly sensitive wildlife on the Dominguez Gap site, they are nevertheless important to address. The disease outbreak can persist for long periods of time or spread to other areas if not aggressively dealt with, and it can potentially create significant public concerns.

TABLE 7-1
Wildlife Management

Item	Constituent	Problem/Indicator	Parameters	Impact	Possible Causes	Corrective Actions	Details	References	Comments
Exotic Animal Species and Control	Upland	Feral dogs and cats	Abundant	Prey on native wildlife; reduce bird breeding success	Escapees; onsite breeding	Trapping	Contact County animal control for trapping specialists		
	Riparian	Brown-headed cowbird	Abundant	Decrease nesting success for native birds	Frequent nearby open fields and pasture; nest-parasite on riparian nesting birds	Trapping	Contact companies that specialize in brown-headed cowbird trapping		
	Wetland	Bullfrog	Abundant	Prey on native aquatic wildlife	Attracted to habitat – emergent marsh and slow-moving wetland water	Draining wetland and spearing	Drain wetland to small pools on 2-year cycle to control larvae; contract with animal control companies to spear or gig adult bullfrogs		
	Wetland	Red-eared slider	Abundant	Compete with native aquatic pond turtles	Attracted to habitat – emergent marsh and slow moving water and pools	Trapping	Contact companies that specialize in turtle trapping		
	Wetland	Other non-native wildlife		May have unanticipated and dire ecological consequences	Unauthorized release of pets; carried in by birds; colonization from nearby populations	Monitor; post signs prohibiting release of wildlife and explaining negative consequences			
Wildlife Problems	Mortality and Disease	Bird kills, dead, dying, or diseased birds	Any level	May signal serious conditions leading to large scale bird mortality					
	Mortality and Disease	Fish kills, fish at surface gaping for air	Any level	May signal serious conditions leading to large scale fish and bird mortality					
	Disease	Aggressive animals, dead mammals	Any level	May signal rabies or other wildlife diseases with public health implications	Outbreak	Trapping, carcass removal and disposal	Contact County animal control for instruction		
Habitat Management	Native Vegetation	Exotic species invasions	Greater than 5 percent in canopy	Reduced wildlife use	Weed invasion	Eradicate weeds	See Table 5-3		
	Emergent Vegetation	Overly dense emergent stands	Where hydraulically constraining	Reduced wildlife access for forage or shelter	Vegetation growth over time	Thin emergent stands	See Table 5-2		Thinning areas where extensive stands of emergent vegetation form to create a mosaic with open water that will support breeding, juvenile, and foraging waterfowl
	Emergent Vegetation	Dominance by cattail	Greater than 50 percent of canopy	Reduces forage species for waterfowl	Cattail invasion over time	Remove or thin cattail, plant with bulrush (Scirpus) species			
	Open Pools	Invasion by emergent vegetation	Greater than 5 percent emergent in open pool zones	Reduces mosquito fish access; reduces open water forage/loafing areas for waterfowl	Sedimentation and organic material deposition in open water areas designed to be deep	Clear vegetation and dredge open water pools			Maintaining larger pools to keep free of vegetation for waterfowl forage/loafing areas

TABLE 7-1
Wildlife Management

Item	Constituent	Problem/Indicator	Parameters	Impact	Possible Causes	Corrective Actions	Details	References	Comments
Sensitive Species Protection	Nesting Colony of Ardeids (herons, egrets)	Colonial nest site adjacent to wetland	Typically 2 to 10 nests in large trees or snags	Risk of nest abandonment or failure	Adjacent construction or heavy human use	Monitor for nesting colonies and implement appropriate protection measures during breeding season. Measures may include 1) no heavy equipment operation within 500 feet; 2) no human intrusion within 100 feet			
	Nesting Raptors	Nest site in trees adjacent to site	Stick nests may support hawks; cavity nests owls	Risk of nest abandonment or failure	Adjacent construction or heavy human use	Monitor for nests and implement appropriate protection measures during breeding season. Measures may include 1) no heavy equipment operation within 500 feet; 2) no human intrusion within 100 feet			
	Nesting riparian or wetland birds	Nest sites in woodland, shrubland, or wetland vegetation on site	Songbirds may nest in grassland, shrubland or riparian woodland; waterbirds and songbirds may nest in emergent stands	Risk of nest abandonment or failure	Vegetation clearing or pruning during nesting season	No vegetation clearing or pruning allowed between February and August			

Tables 2-2a, 3-2, and 7-1 have addressed the potential underlying causes and appropriate course of action in the event of fish or wildlife disease outbreaks. Key components of this include:

- Provide immediate and daily collection and disposal of carcasses in sealable plastic bags. This is the single most important component of an effective disease containment strategy.
- Notify the California Department of Fish and Game and the City and/or County Health and Human Services Departments. In some cases, carcasses will be tested for diseases, such as avian botulism or West Nile virus.
- Provide water and habitat management measures as detailed in Table 3-1.

7.3 Habitat Management

Appropriate habitat management for the site would generally be a hands-off approach, allowing plants to develop at appropriate natural densities and habitat structure according to natural patterns. However, where specific measures become important or mandated for habitat management and funding is available, the following may be implemented.

- Southwestern pond turtle management measures:
  - Thinning areas where excessively dense or extensive stands of emergent vegetation form by mechanical means to open the wetland canopy, and replanting or reseeding to promote low herbaceous wetland growth that will support forage areas for hatchling and juvenile turtles
  - Establishing and maintaining basking sites that consist of open banks, downed logs, or rocks placed within or adjacent to the open water portions of the wetland
  - Maintaining deep pools within the wetland for pond turtle forage by dredging excessive sedimentation to design depths
  - Posting signs advising that the public is prohibited from releasing non-native or captive animals
  - Ensuring that areas of open riparian habitat are present in the vicinity for nesting sites and will be maintained as such
  - Implementing control of red-eared sliders and bullfrogs (see above)
- Waterfowl management measures:
  - Thinning or removing excessive cattail (*Typha*) stands by mechanical means to promote more vegetation that produces waterfowl forage, such as species of *Scirpus*
  - Thinning areas where extensive stands of emergent vegetation form to create a mosaic with open water that will support breeding, juvenile, and foraging waterfowl
  - Maintaining larger pools to keep free of vegetation for waterfowl loafing areas

- Management for ardeids (herons, egrets):
  - Maintaining snags in place where feasible and not hazardous to life or property
  - Maintaining woody vegetation and trees as designed on islands, or replanting if woody vegetation does not establish
  - Limiting public access to areas where ardeid roosts form during the nesting season
- Management for nesting songbirds:
  - Primary management by documenting vegetation establishment as designed (dense, multistoried riparian), and providing corrective measures as appropriate to create design conditions
  - Corrective measures including exotic plant species management (see above), and replanting where necessary to establish design conditions
  - Trapping for control of cowbirds
- Management for nesting raptors:
  - Primary management by documenting vegetation establishment as designed (multistoried riparian), and providing corrective measures as appropriate to create design conditions
  - Maintaining snags in place where feasible and not hazardous to life or property
  - Limiting public access during the nesting season in areas where raptor nests are present

7.4 Sensitive Species Protection

Should sensitive species become established on the site, protection during critical life stages (such as breeding and migration), may become necessary. In general, the measures outlined above will be sufficient to manage for sensitive species. In addition, the following measures may be employed as needed.

- **Prohibition of construction or maintenance activities, or significant human intrusion, during breeding periods for sensitive birds.** This may include blocking access, installing information signage when birds or nests may be disturbed by recreational activity, and prohibiting significant construction or maintenance activities in the vicinity. Generally, the duration of the closure may be to the point that young have fledged from the nest and are independent. Intrusion by construction equipment should be limited to 500 feet away; intrusion by pedestrian traffic should be limited to 100 feet. Nesting birds requiring such protection may include the following:
  - Nesting ardeid (herons and egrets) colonies: these species nest colonially in mature trees usually forming between 2 and 8 active nests in various locations throughout the tree.

- Nesting raptors (birds of prey): raptors nesting in this area may include red-tailed hawk, red-shouldered hawk, white-tailed kite, and other species. Nests are typically large stick structures in a medium to large-sized tree.

- **Prohibition of vegetation management or removal during the nesting season within riparian woodlands, scrublands, or wetlands.** This would generally not limit small scale removal such as hand weeding, but significant removal, such as cutting or clearing emergent wetland vegetation, should be prohibited. Vegetation removal during the nesting season (February to August) is likely to disrupt or remove active nests for songbirds, wetland birds, or other species nesting in these habitats. Alternatively, if action is required during this period, a preconstruction survey for nesting birds by a qualified biologist could determine if the activity could proceed where no nests are present.

8. Vector and Nuisance Insect Control

DPW will coordinate with VCD and VCP in implementing a Vector Management Program for nuisance insects and mosquitoes. This Program will be implemented according to the VMP (see Appendix A, Vector Management Plan).

Specific information on vector management is provided in Table 8-1. Additional information on wetland management to avoid or address mosquito issues is provided in Tables 2-2a, 3-1, and 3-2.

8.1 Vector and Nuisance Insect Species

Vector and nuisance insect species are documented in detail in the VMP. Mosquitoes include over 50 species in California, generally categorized into the following types.

- Females of some species lay their eggs directly on the water surface or on the leaves of aquatic plants, the eggs hatch usually within a few days and do not need an external hatching stimulus. Genera may include *Anopheles, Coquillettidia, Culiseta, Culex, Mansonia,* and *Uranotaenia.*
- Floodwater mosquitoes in the genera *Aedes* and *Psorophora* normally are deposited on moist soil or debris on the shore and around aquatic systems and do not hatch until submerged by rising water levels.

Monitoring for these species was previously described in Section 2.7, Vectors and Nuisance Insects.

8.2 Wetland Habitat Design and Management for Vectors

Habitat design and management for vectors is described in the VMP. It includes the following components:

- Managing emergent vegetation by thinning ensures that emergent zones won't get so dense so as to exclude predatory species.
- The incorporation of deep water zones for maintenance of predaceous vertebrates and invertebrates and to allow access for control efforts.
- Adequate pretreatment of influent wastewater to lessen the production of larval mosquitoes.
- The use of multiple wetland cells and parallel flow paths to allow operational flexibility.
- The use of hydraulic control structures to rapidly dewater emergent marsh areas.

TABLE 8-1
Vector and Nuisance Insect Management

Constituent	Problem/ Indicator	Parameters	Impact	Corrective/ Proposed Actions	Details	References	Comments
Habitat Management	Overly Dense Emergent Vegetation	Hydraulically constraining	Limits mosquito fish access	Thin emergent vegetation	See Table 5-2		
	General Wetland Conditions	Open water/marsh mosaic	May promote mosquito breeding	Mosquito fish added and maintained; see Vector Management Plan		City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program: 562-570-4132	
Wetland Flow Management	Water Quality	High organic or nutrient content; slow water movement; shallow water;	Promotes mosquito-prone conditions	Increase water flow; increase wetland depth	See Table 3-1		
	Recent Flooding of Dry Soils	Recent flooding of dry floodplain soils; e.g., hydration of West Basin when dry, or changes in East Basin water elevation	May promote hatching of floodplain species of mosquito	Apply use of a solid formulation of BTi. Solid BTi is sold under the Trade Name "Mosquito Dunks" and only delivers larvicide when wet. See Vector Management Plan		City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program: 562-570-4132	
Mosquito Monitoring and Control	Ongoing Monitoring Program	Weekly larvae monitoring	Key element of Vector Management Plan	Weekly sampling March to October, monthly thereafter; sampling by dipping with standard apparatus in each distinct ecological zone including marsh, open water, river, irrigated riparian; includes multiple replicate samples and larval counts (see Vector Management Plan)		City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program: 562-570-4132	
	Ongoing Monitoring Program	Weekly adult monitoring	Key element of Vector Management Plan	Weekly sampling at 5 locations equidistant around Project site (East and West Basins); traps located at interface of riparian woodland and native scrub; standard trapping methodology (e.g., Encephalitis Vector Survey (EVS) CO_2 baited traps); peripheral traps are placed approximately one mile outside the wetlands facility boundary in all directions, and/or data collected by others in the surrounding area is incorporated into a comprehensive mosquito population characterization plan; see Vector Management Plan for details		City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program: 562-570-4132	

TABLE 8-1
Vector and Nuisance Insect Management

Constituent	Problem/ Indicator	Parameters	Impact	Corrective/ Proposed Actions	Details	References	Comments
	Preponderance of larvae and/or adults	Weekly monitoring; City standards	High-risk conditions	City to apply larvacide and/or adulticide per Vector Management Plan or City standards		City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program: 562-570-4132	

Notes: Vector Management Plan: "Vector Management Plan – Joint Dominguez Gap and DeForest Treatment Wetlands Project," Wass Gerke + Associates, Inc., June 18, 2005
[a]Coordinate all monitoring and active control with the Greater Los Angeles Vector Control District ***and*** the City of Long Beach, Department of Health and Human Services, Environmental Health, Vector Control Program: 562-570-4132

- Access road design and vegetation management to allow for the broadcast of mosquito control agents.
- Selection of a diverse mix of plant species that optimize treatment while minimizing creation of productive mosquito habitats.

8.3 Wetland Flow Management for Vectors

Hydraulic control of the proposed wetland cells (inlet and outlet control structures) is important for both water quality considerations and mosquito management. The following measures will be employed.

- Control structures are designed for effective water distribution and collection to promote plug-flow across the entire wetland width to minimize stagnant zones.
- Proper control of water depth is necessary as it influences hydraulic residence time and linear flow velocities.
- Higher flow velocities have been shown to reduce mosquito survival. Wetland grading is designed to facilitate draining when necessary for operation and/or maintenance activities. However, it should be noted that portable pumps may be required to drain deep zones.
- Operation of the outlet structure should also facilitate the rapid dewatering of emergent marsh zones while maintaining water in the deep zone areas to serve as refugia for fish and other mosquito predators.
- Biological control may be achieved by the natural diverse assemblage of aquatic, riparian, and terrestrial vegetation at the proposed Project facilities; this will encourage development of a robust population of macroinvertebrates that include predacious diving beetles, damselflies, and dragonflies to assist in reducing mosquito larvae.

8.4 Active Control Methods

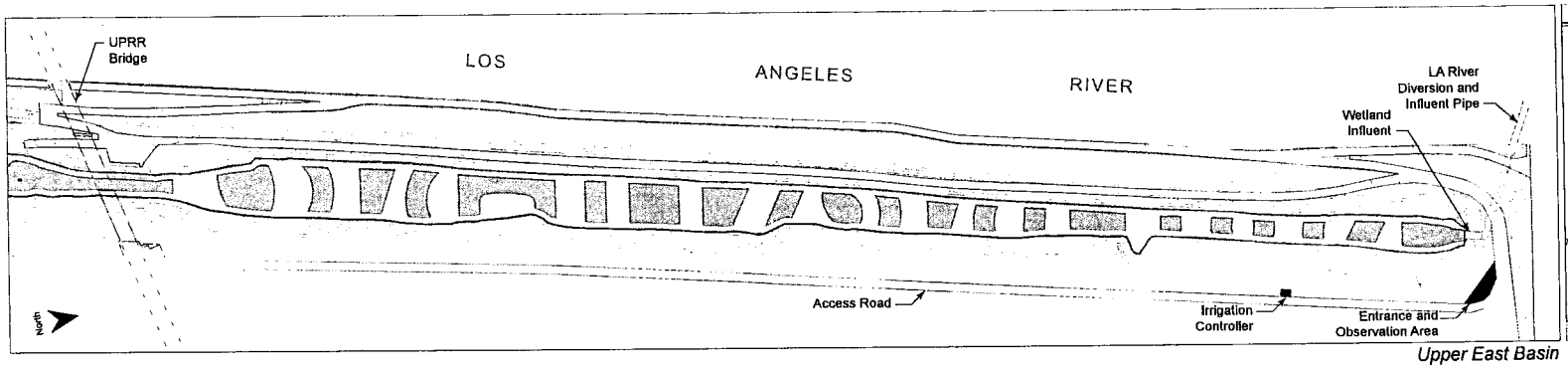
Additional active methods would be implemented by VCD and VCP. These would be implemented as necessary when determined so by the monitoring program described in Section 2.7, Vectors and Nuisance Insects. Measures may include the following.

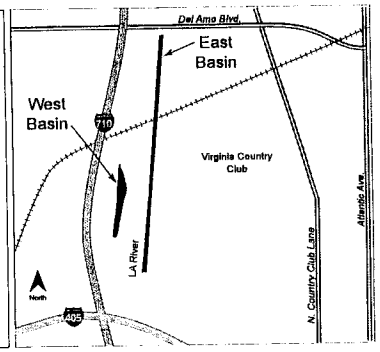
- Biological control of larvae provided by these predatory species will by supported through introduction of mosquito fish (*Gambusia affins*). Mosquito fish are currently used for mosquito control in the greater Los Angeles area. They are effective predators of mosquito larvae and have been used for many decades.
- Larvicides include two *Bacilli* (*Bacillus thuringiensis* variety *israelensis* [*Bti*] and *B. sphaericus* [*Bs*]), which are microbial agents formulated as crystalline bacterial spores that are ingested by mosquito larvae and cause the cell walls of the larval digestive system to burst.
- *Bs* is more effective against mosquitoes in organically enriched waters such as wastewater effluents but has a narrower host range. *Bs* is very effective in controlling

Culex sp. mosquitoes and according to the product label is reported to control several other mosquito species including *Aedes vexans, Aedes melanimon, Aedes stimulans, Aedes nigromaculis, Aedes triseriatus, Aedes solilicitans, Anopheles quadrimaculatus,* and *Coquillettidia perturbans.*

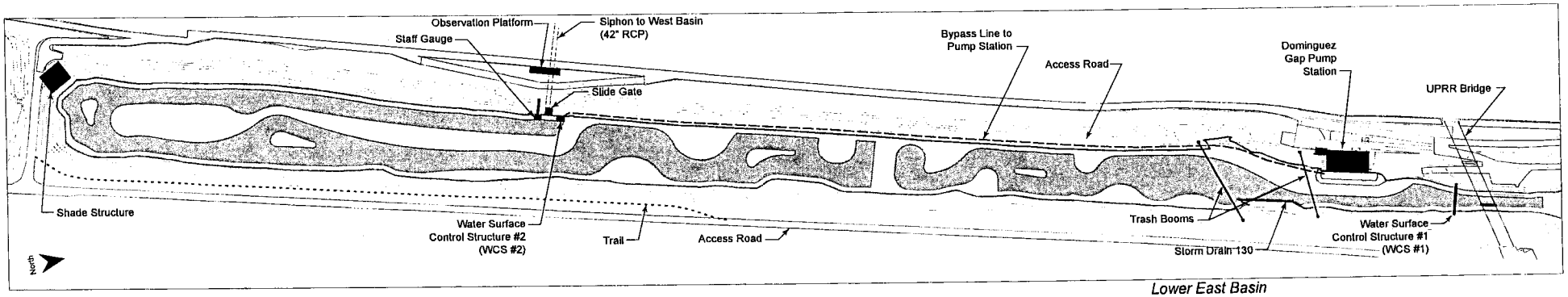
- *Bti* controls a broader spectrum of mosquito species and can be used to control chironomids such as midge fly larvae.
- Application of the granular larvicides in a slurry form will be done mechanically from truck-mounted equipment. Residual treatment appears to control larval development for a period of 3 to 25 days post application, with less rapid mortality rates and longer residual control associated with *Bs.*
- Adulticide application would only be used in the unlikely event of a true public health threat due to adult mosquito populations in the project area. Ultra low volume (ULV) fogging is a method employed to control outbreaks of adult mosquitoes. There are several compounds to choose from including sumithrin, pyrethrin, malathion, and permithrin. Recent studies indicate that adulticides applied at mosquitocidal dosages are not acutely toxic to common freshwater insects and aquatic invertebrates.

Figures

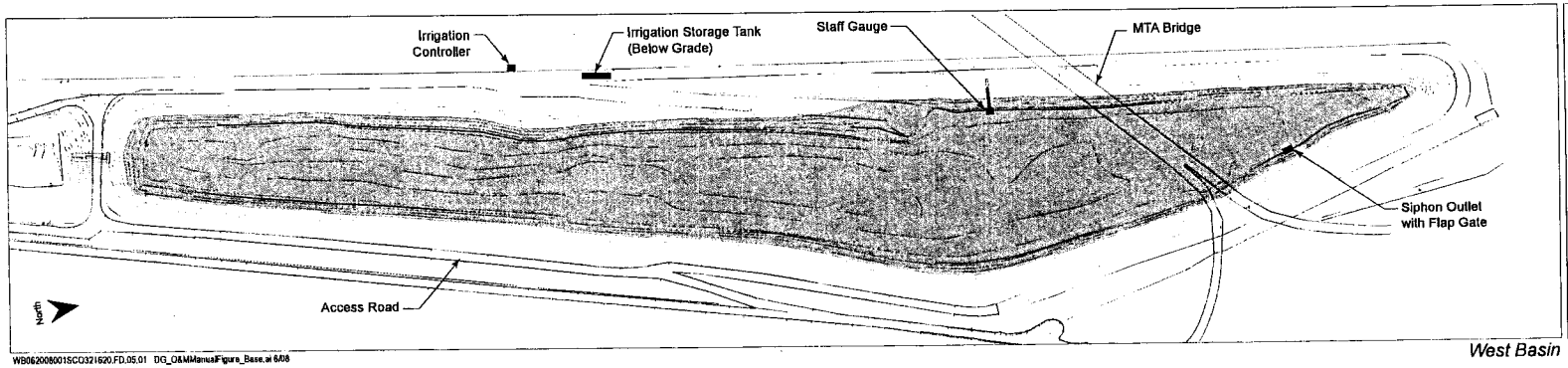




Upper East Basin



Lower East Basin



West Basin

Dominguez Gap Wetlands
Operations and Maintenance Manual
Figure 1

County of Los Angeles DPW

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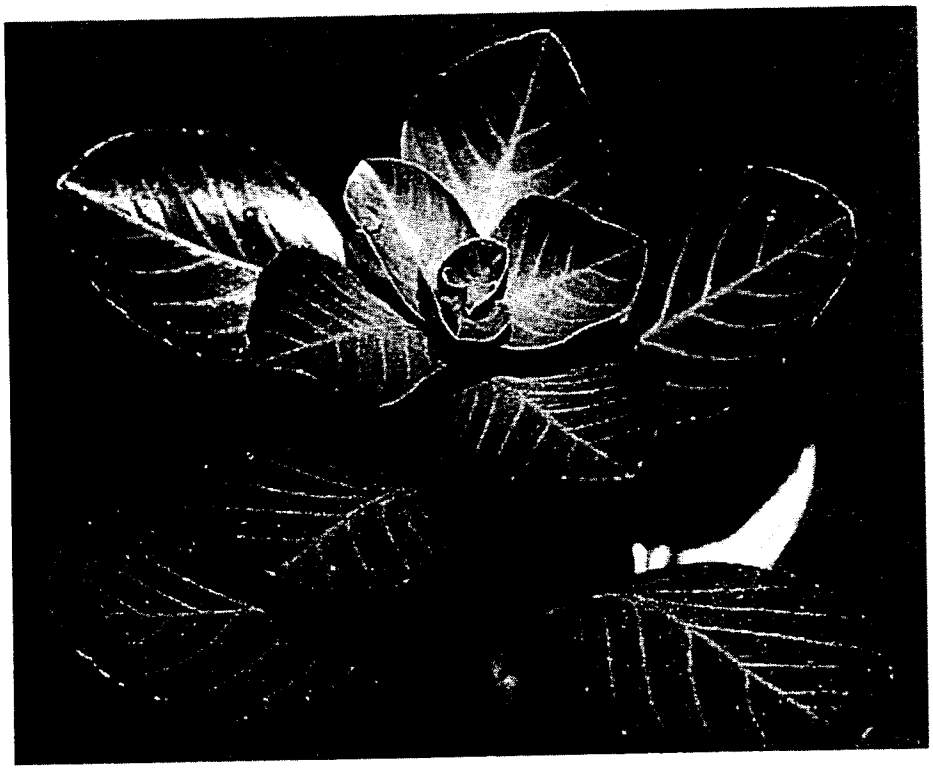

Figure 2a. *Ludwigia peploides*

Figure 2b. Ludwigia Invasion on Wetland Pond

FIGURE 2
Ludwigia peploides Photographs
Dominguez Gap Wetlands
Operations and Maintenance Manual

CH2MHILL

Appendix A
Vector Management Plan

Technical Memorandum
WGA, Inc.

Vector Management Plan
The County of Los Angeles Department of Public Works
Joint Dominguez Gap and DeForest Treatment Wetlands Project

Author: Wass Gerke + Associates, Inc.
Revisions: CH2M HILL

Date: June 18, 2005

1.0 Introduction

The Joint Dominguez Gap and DeForest Treatment Wetlands Project (Project) is proposed by the Los Angeles County Department of Public Works (LACDPW) and the City of Long Beach. It involves creation of treatment wetlands and habitat and recreational improvements to the Dominguez Gap Spreading Grounds and the DeForest Nature Center. The Project is located in the City of Long Beach immediately adjacent to the Los Angeles River. The Dominguez Gap portion of the Project is south of Del Amo Boulevard and consists of two basins, the West Basin located on the west side of the Los Angeles River, and the East Basin situated east of the Los Angeles River (LA River). Both systems are located between East and West Del Amo Boulevard to the North and the 405 Freeway to the South. The DeForest Nature Center or Market Street Basin portion of the Project is located north of Del Amo Boulevard on the east side of the LA River.

In the Dominguez Gap Spreading Grounds, stormwater runoff enters the East Basin which in turn can route water to the West Basin via an existing siphon underneath the LA River. Currently, only the West Basin is still actively managed for groundwater infiltration. The East Basin serves as a stormwater retention facility, and has storm drain inputs and a pump station for pumping stormwater out to the LA River. There is an existing degraded wetland within the bottom of the East Basin. The East Basin will be configured into an approximately 9-acre surface flow (SF) constructed wetland with 3 acres of emergent marsh intermixed with 5 acres of open water and 0.3 acres of transitional marsh. Completing the habitat will be 2.7 acres of riparian woodland and 13.8 acres of native scrub. The East Basin is bordered to the east by residential land use, the LA River on the west and is close to Deforest Park which includes sports fields and other turf areas. The West Basin currently consists of an open infiltration basin with scattered non-native trees and weedy growth on banks above the infiltration areas. The West Basin is proposed to have an unvegetated impoundment area surrounded with 1.1 acres of riparian woodland and 3.3 acres of native scrub vegetation. Both basins have existing or proposed Operations and Maintenance (O&M), and multi-use roadways and/or trails that provide access around their entire perimeters. It is expected that the two basins will work in concert to improve the quality of stormwater and dry-weather runoff from contributing land use(s) prior to entering the LA River.

The Market Street Basin functions primarily as a stormwater detention basin, with a number of storm drain inputs in the north and central portions of the site, and a centrally located pump station to discharge storm flows to the LA River. The northern portion of the site (north of Long Beach Boulevard) has been planted and developed as a natural area, containing woodland trees (primarily non-native with a few natives mixed in) and trail facilities. Vegetation in the southern portion of the Market Street Basin is primarily non-native weedy species. The northern segment of the Market Street Basin will be configured into wetlands and riparian habitat. The southern segment of the Market Street Basin will be planted with native scrub vegetation and be maintained to support native habitats. The wetland within the Market Street Basin will be an approximately 9.7-acre surface flow (SF) constructed wetland with 4.7 acres of emergent marsh intermixed with 4.9 acres of open water and 0.1 acres of transitional marsh. Completing the habitat will be 3.6 acres of riparian woodland and 20.4 acres of native scrub.

Due to the juxtaposition of the wetlands to residential area(s) and park facilities to the proposed Project, it is prudent to discuss potential vector and nuisance organism impacts and to develop a control strategy for the proposed Project facilities.

Surface flow treatment wetlands designed solely for water quality improvements may also have significant potential for providing areas conducive to mosquito breeding. Often times such systems receive lagoon effluents and other partially treated wastewaters with the goal of improving the quality to full secondary standards. Such systems may pose the greatest potential for mosquito breeding because of the combination of high strength wastewaters and dense emergent vegetation. Conversely, multipurpose treatment wetlands similar to the proposed Project facilities often incorporate design features that are not favorable for mosquito breeding. Such features include deep, open water areas, diverse vegetation, and the ability to rapidly dewater vegetated areas. Open water areas are not likely to support mosquito production, but will support fish and aquatic invertebrates that assist in controlling mosquito populations. The majority of mosquitoes will exploit heavily vegetated littoral zones that are designed such that they permit relatively easy access for mosquito monitoring and control agents. Similar systems are being used increasingly in the southwestern U.S. to improve the water quality of stormwater and dry-weather flows, reclaim water, provide habitat for wetlands wildlife, educate the public on issues related to water and wildlife and conservation, and to fulfill other goals (Walton, 2000). These treatment wetlands have proven effective for treatment of a variety of wastewaters (e.g., domestic and municipal wastewaters, storm water and agricultural runoff, and industrial process waters), but when not properly designed and maintained have also been found to support mosquitoes and other nuisance organisms, which may raise potential conflicts with neighboring human populations. Population trends of immature and adult mosquitoes differ markedly among treatment wetlands depending on water quality, vegetative cover, flow rate, predator activity, and the working relationship between wetland managers and mosquito control personnel that promotes immediate attention to potential problems (Walton, 2000). Personnel charged with mosquito control have been practicing integrated pest management almost 75 years before the term was coined and the need to utilize a variety of methods to control mosquitoes was recognized in the early 20th century (AMCA, 1995). Control measures can include habitat minimization, surveillance, and biological methods that target

mosquito larva. Research at more recent constructed wetland facilities has demonstrated that an integrated approach is still necessary in order to achieve effective control of mosquito production (Williams et al., 1997: WGA Inc., 2003).

Mosquito populations in treatment wetlands typically increase as water quality and flow velocity decrease and vegetative cover increases (Walton, 2002). The proposed Project will be supplied with urban stormwater and dry-weather runoff from the surrounding land uses. Based on surface water sampling within the Project watershed conducted in 1999, dissolved oxygen concentrations in the source water averaged 7.90 mg/L with a maximum 9.0 mg/L and a minimum of 6.60 mg/L. For the same time period, NH_3-N averaged 0.24 mg/L and NO_3-N 0.62 mg/L, while Ortho phosphorous averaged 0.25 mg/L. Although the source water is far from pristine, as can be seen, it is of relatively high quality in comparison to higher strength wastewaters typically treated using engineered wetland systems.

Design of the wetlands includes multiple habitats that will create a diverse assemblage of plant and animal species. This diversity coupled with an active vegetation management plan will minimize mosquito breeding habitat. The proposed hydraulic loading rates and promotion of plug flow hydraulics will provide sufficient flow velocities to minimize stagnant water in the treatment wetlands, also minimizing mosquito breeding habitat. These design features coupled with an active larval monitoring and control program will likely result in the Project facilities posing no greater mosquito threat than existing natural wetlands (Davis, 1984; Carlson and Knight, 1987). In short, the proposed Project is not expected to cause a net change in current populations of mosquitoes and other nuisance organisms when compared to existing Basin land uses (existing wetland and infiltration ponds, irrigated turf areas, unmanaged areas of the Los Angeles River, uncontrolled tributaries to the Los Angeles River, and golf course drainages and water bodies).

At least two nuisance organisms, Black Flies and Chironomid Midges, may be associated with the wetland and aquatic features of the Project facilities. Although not vectors of disease in the United States both organisms are capable of creating nuisance conditions, e.g. Black flies can be aggressive and inflict painful bits, while Midge Flies typically hatch in large numbers and can affect the public's enjoyment and recreational use of aquatic habitats just by their large numbers. Black fly larvae and pupae usually attach themselves to rocks and vegetation in slow moving streams. This type of habitat will be minimal in the Project facilities. Midge Flies are small insects that look like mosquitoes but lack the mouthparts needed to obtain a blood meal. Midge fly larvae occur in many types of aquatic and wetland habitats and typically live on the bottom. Like mosquitoes Midge Flies have a pupal stage. If suitable habitat is present for either of these two nuisance organisms, they can be managed using the techniques presented in the integrated pest management plan for mosquitoes located at the end of this report.

The remainder of this memorandum includes a narrative description of the potential risk for mosquito vectors associated with the Project facilities, including a summary of mosquito-borne diseases in the U.S. and California, and list of mosquito vector species occurring in Los Angeles County. A preliminary integrated pest management plan is developed based on current practices in the region and experience with operation and

management of treatment wetlands in the semi-arid southwest. A summary of site-specific characteristics for the Project facilities concludes this memorandum.

2.0 Risk from Mosquitoes

Mosquitoes are an integral component of many aquatic/wetland systems and their shear numbers indicate some importance as a food source for desirable fauna. Certain mosquito species may at times also serve as vectors of serious human and animal pathogens. Some level of mosquito breeding will occur in engineered treatment wetlands systems, but these populations can be controlled through proper design, operation, and management. As such, the owner/operator of treatment wetlands must consider mosquito management throughout the development of the project and for the life of the facility. This is especially important in urban areas where the juxtaposition of the treatment wetland to outdoor recreation, commercial, or residential areas may be very close.

A mosquito management plan begins with an understanding of the risks that mosquitoes pose. This understanding should include knowledge of the life cycles for the mosquito species that can be present in a given geographic location, coupled with the knowledge of what pathogens can be present and how these pathogens can be transmitted by mosquito species. A typical outbreak of mosquito-borne disease would generally include; 1) introduction of the pathogen by host/reservoir (e.g., migratory birds), 2) pathogen activity in the mosquito species vector taking blood meals from reservoir host, and 3) transmission from the mosquito species vector to the dead-end host for the virus (e.g., humans, horses, etc.). The size of the mosquito species vector population, the survival of infected adult species to permit multiple blood meals, and the propensity of mosquitoes to feed on different vertebrate host species are among the important factors influencing dynamics of disease outbreaks (Walton, 2000). If either the pathogen or the mosquito species vector is not present, there is little risk of mosquito-borne disease.

2.1 Mosquito-Borne Diseases

Mosquito-borne diseases are a major public health problem internationally with as many as 2.7 million people dying each year as a result of pathogens spread through mosquito vectors (FAMVIN, 2005). The World Health Organization (WHO) estimates that 300 to 500 million cases of malaria per year are caused by protozoan parasite(s) of the genus *Plasmodium,* which are transmitted primarily by *Anopheles sp.* mosquitoes. The majority of these cases occur in Sub-Saharan areas in Africa, Central and South America, the Indian Subcontinent, Southeast Asia, the Middle East and Oceania where the parasites and mosquitoes are present together (WHO, 2002). According to the WHO, more than half the deaths occurred in 6 countries (China, Democratic Republic of Congo, Ethiopia, India, Nigeria, and Pakistan).

In 1999, 1,540 cases of malaria and 90 cases of dengue were reported in the United States (CDC, 1999), this represents between 0.00054% - 0.00032% of the total yearly cases of malaria based on the WHO annual number of cases. A CDC study, 1963-2001, documented 123 deaths from malaria in the U.S. This is an increase of 26% (1,227 cases) from 1998 (MMWR, 1999). Two competent mosquito vectors, *Aedes aegypti*, recently renamed *Ochlerotatus aegypti* and *Aedes albopictus* could transmit dengue. From 1977 to 1994, a total of 2,248 suspected cases of imported dengue were reported in the U.S.

(LACWVCD, 2004). By 1997, dengue had become the most important mosquito-borne viral disease affecting humans. The WHO estimates that there may be 50 million cases of dengue infection worldwide every year. The Dengue hemorrhagic fever (DHF) case fatality rate is approximately 5%. These malaria and dengue cases are frequently associated with tourists or immigrants who acquire their infection abroad, incubate during travel, and then become ill upon arrival in the United States, or relapse a previous infection (Rose, 2001). For example, an outbreak of 28 *Plasmodium vivax* malarial cases among undocumented agricultural workers was not detected until cases occurred among the resident population in San Diego in 1986 (Maldonado et al., 1990). Another example was an outbreak in a Houston neighborhood with immigrants from countries with Malaria transmission.

Reported cases of other mosquito-born diseases are rare in the U.S., but five main virus agents of encephalitis have caused outbreaks; eastern equine encephalitis (EEE), La Crosse (LAC) encephalitis, St. Louis encephalitis (SLE), western equine encephalitis (WEE), and West Nile virus (CDC 2001). During the period of 1964 to 1997, these encephalitis diseases have accounted for a combined annual U.S. average of 220 reported cases per year (Table 1). During this time period in California, the combined annual average for these diseases is 5.2 cases per year with no reported cases in 1997.

Mosquitoes in the Southwestern United States are known to transmit at least 10 arthropod borne viruses (arboviruses), but only western equine encephalomyelitis (WEE), St. Louis encephalitis (SLE), and West Nile viruses have caused widespread illness in humans and are likely to be transmitted by mosquitoes associated with wetlands (Reeves 1990). West Nile (WNv) virus was first detected in New York State in 1999. In the U.S. since 1999, WNv human, bird, veterinary or mosquito activity has been reported to the CDC's ArboNet from all states except Alaska, Hawaii, and Oregon (CDC 2005). The ArboNet is a national, electronic surveillance system established by the CDC to assist states in tracking WNv and other mosquito-borne viruses. From 1999 through 2004, there have been 16,637 human cases in the U.S. with 654 deaths. During that time, California had 775 human cases with 23 deaths (CDC 2005). The first diagnosed case in California was during 2002. 771 of the human cases (99%) and all of the deaths occurred during 2004. Approximately 43% (328 cases) of the California cases and 57% (13) deaths occurred in Los Angeles County (GLAVCD, 2005). A total of 60 mosquito species have been found in WNv positive mosquito pools. Other potentially local and important diseases transmitted by mosquitoes include: Dengue fever, Dog heartworm, and as previously mentioned Malaria, although Malaria is not endemic to Los Angeles County (GLACVCD, 2005).

TABLE 1
Selected Occurrence of Encephalitides in the U.S. from 1964 through 2004

Disease	Incidence	[a] Nationwide Annual Average (cases/y)	[a] California Annual Average (cases/y)	[a] California Annual Maximum (cases/y)	California 1997 (cases/y)	Comments
Eastern Equine Encephalitis (EEE)	Consistent annual average	4	0	0	0	200 cases in California from 1964 through 1998

La Crosse (LAC) Encephalitis	Consistent annual average	70	0.03	1 (1988)	0	Only one reported case in California from 1964 through 1988
St. Louis Encephalitis (SLE)	Intermittent epidemic transmission	128	3.6	28 (1989)	0	122 reported cases in California from 19642 through 1998
West Nile Virus		2,773[b]	194[d]	771 (2004)		16,637 reported cases in the U.S. from 1999 through 2004
Western Equine Encephalitis (WEE)[c]	Intermittent epidemic transmission	18	1.6	10 (1964&1968)	0	640 confirmed cases nationally 1964 – through 1998. Four reported cases in California from 1973 through 1997
Encephalitis Total		**220**			**0**	

[a] Includes years 1964 through 1998.
[b] 16,6637 cases over 6 years
[c] 1964 through 2000
[d] 2002 through 2004 (776 cases)
Source: CDC, 2005

Although 14 mosquito-borne viruses are known to occur in California, only WEE, SLE, and WNv have caused significant outbreaks of human disease (DHS and MVCA, 2001 CDC, 2005) California is at risk for introduction of other mosquito-born viruses such as Japanese encephalitis, dengue, West Nile virus, yellow fever, Rift Valley fever, and Venezuelan encephalitis (Rose 2001). Potential exposure to these viruses is significant as there are no known specific treatments or cures for many of the diseases they cause, vaccines are generally not available for public use (CDC, 2001). As such, mosquito control is the only practical method of protecting people and animals from mosquito-borne diseases (DHS and MVCA, 2001).

2.2 California Mosquito Species of Concern

Mosquito species found in treatment wetlands can be classified into two groups based on their egg laying and hatching behavior. Females of some species lay their eggs directly on the water surface or on the leaves of aquatic plants. The eggs hatch usually within a few days and do not need an external hatching stimulus. These behavioral traits are characteristic of mosquitoes of the following genera (or subgenera): *Anopheles, Coquillettidia, Culiseta, Culex, Mansonia,* and *Uranotaenia*. By contrast, the eggs of floodwater mosquitoes in the genera *Aedes* and *Psorophora* normally are deposited on moist soil or debris on the shore and around aquatic systems and do not hatch until submerged by rising water levels (Mattingly, 1971). These differences in egg laying and hatching have major impacts on the types and species found in treatment wetlands. Systems with minimal or infrequent water level fluctuations seldom generate severe floodwater mosquito problems. On the other hand, permanent or semi permanent aquatic systems, especially those containing emergent or floating plants in nutrient-rich wastewater, may provide suitable habitats for the immature stages of several species that deposit their eggs on the water surface or aquatic vegetation.

There are over 50 known species of mosquitoes residing in California. Fourteen (14) of these species are known to live with the Greater Los Angeles County Vector Control District (GLACVCD), nine (9) of which are considered as competent vectors of disease (GLACVCD, 2005). Mosquitoes known to occur within the GLACVCD include: *Culex tarsalis*, *Culex quinquefaciatus*, *Culex erythrothorax*, *Culex stigmatosoma*, *Culex thriambus*, *Culex restuans*, *Aedes albopictus*, *Anopheles franciscannus*, *Anopheles hermsi*, *Culiseta incidens, Culiseta inornata, Culiseta particeps, Ochlerotatus sierrensis, and Ochlerotatus washinoi*. Of these 14 species, *Anopheles franciscannus*, *Culiseta incidens*, *Culiseta inornata*, *Culiseta particeps*, and *Ochlerotatus washinoi* are not known to carry disease in California (GLACVCD, 2005). *Culex tarsalis* is the most notable as the principal vector of St. Louis Encephalitis, (SLE) Western Equine Encephalomyelitis (WEE), and WNv in California. *Culex quinquefaciatus*, is considered to be a vector for WNv and a secondary vector of SLE and WEE in Southern California. Although *Culex erythrothorax* is found naturally infected with SLE virus, it is generally not considered a vector for SLE. Instead, it is considered a potential vector for WNv. *Culex stigmatosoma* may act as an enzootic amplifier of SLE (secondary vector). *Anopheles hermsi* is also documented in the GLACVCD and could be a competent vector for malaria. *Culex thriambus* and *Culex restuans* are potential vectors for WNv. *Aedes albopictus* is a potential vector for dengue fever, WNv, and other encephalitis viruses. Lastly, *Ochlerotatus sierrensis* is a canine heartworm vector. All of the above-mentioned mosquito species require standing water for egg laying and as such, could breed if conditions are appropriate in the Project facilities.

The SLE arbovirus has a primary enzootic cycle in the Southwest involving *Culex tarsalis* and birds in the orders Passiformes (e.g. house finches, house sparrows) and Columbiformes (e.g. mourning doves, common ground doves) (McLean and Bowen, 1980; Mitchel et al., 1980). After amplification in the primary cycle, secondary SLE vectors include *Culex quinquefaciatus* and possibly *Culex stigmatosoma*. The WEE arbovirus primary enzootic cycle also involves *Culex tarsalis* and birds of the orders Passiformes, Columbiformes, and additionally the order Galiformes (e.g., Gambel's and California quail). The WNv arbovirus primary enzootic cycles involves mosquitoes from the genus *Culex sp.* and has been found to involve more than 70 bird species with notable infections in members of the bird family Corvidae. Symptoms of all three viruses are similar and range from unapparent to mild flu-like to meningitis to encephalitis. California marsh-breeding mosquito species associated with SLE, WEE, West Nile virus, and malaria are summarized in Table 2.

TABLE 2
California Marsh Breeding Mosquito Species Representing Vector Potential

Disease	Mosquito Species Vector	Reservoir/Host Species
St. Louis Encephalitis (SLE)	*Culex tarsalis, Culex quinquefaciatus*[a], *Culex stigmatosoma*[a], *and Culex erythrothorax*[b]	house finches, house sparrows, mourning doves, common ground doves
Western Equine Encephalitis (WEE)	*Culex tarsalis*	house finches, house sparrows, mourning doves, common ground doves, Gambel's and California quail
West Nile Virus	*Culex sp.* and Unknown Others[c]	Infection has been reported in > 70 bird species. Primary Surveillance

		Focused On Corvid Birds (Crows, jays, ravens, magpies and related birds. These and other species of birds have developed illness when infected with WN virus).
Malaria	*Anopheles freeborni, Anopheles hermsi, Anopheles punctipennis*	Humans; Primarily International Travelers and Immigrants

[a] May act as an enzootic amplifier of SLE viruses in nature
[b] Naturally infected with SLE viruses, but generally not considered a vector
[c] May include floodwater mosquitoes of the genus *Psorophora*

Although multiple species of mosquitoes that occur in the Los Angles area are capable of transmitting arbovirus to humans, SLE, WEE, and WNv demonstrate low percentages of clinically apparent cases (e.g. infected persons showing symptoms) and of those apparent cases, low mortality rates. This information is summarized in Table 3.

TABLE 3
California Marsh Breeding Mosquito Species Representing Vector Potential

Disease	% or Number of Clinically Apparent Cases	% Mortality
St. Louis Encephalitis (SLE)	< 1%	3-30%[c]
Western Equine Encephalitis (WEE)	0.2 – 1.0%[a]	< 3%[a]
West Nile Virus	328[a]	7%[d]
Malaria	1,540 cases[b]	0.5 approx.[b]

[a] Resien and Monath 1989
[b] U.S. reported cases with onset symptoms during 1999 (MMWR, 1999)
[c] GLACVCD, 2005
[d] 7% mortality rate based upon 23 fatalities from 328 total human cases of WNv reported in the GLACVCD as of the end of 2004 (GLACVCD, 2005). Nationally, the mortality rate is approximately 4%, based upon 654 fatalities from 16,637 total cases of WNv in the U.S. as of the end of 2004.

Dog heartworm is also endemic in California (Wright and Boyce 1989), where coyotes provide a natural reservoir. Over 70 species of mosquitoes can support the worm (*Dirofilasia immitis*) including representatives of the species *Culex*, *Aedes*, and *Anopheles*. The primary dog heartworm vector in Southern California is *Ochlerotatus (Aedes) sierrensis* (LACWVCD), which is found locally throughout Los Angeles County.

3.0 Mosquito Control for the Proposed Project Wetlands

Mosquitoes capable of serving as vectors in Los Angeles County (Table 2) are manageable using accepted mosquito management methods. As summarized by Rose (2001):

> "Mosquito control in the U.S. has evolved from reliance on pesticide application for control of adult mosquitoes to integrated pest management programs that include source reduction, surveillance, larvicide, and biological control, as well as public relations and education. Surveillance programs track disease by monitoring wild bird hosts and sentinel chicken flocks, vector-borne pathogens in

mosquitoes, adult and larval mosquitoes and larval habitats, and conduct follow-up to complaints and reports by the public. Seasonal records are kept in concurrence with weather data to predict seasonal mosquito larval occurrence and adult flights. When established mosquito larval and adult threshold populations are predicted or exceeded, control activities are initiated. Larval control allows for the use of target-specific agents in a definable area and is the preferred control alternative. The use of pesticides in the U.S. is avoided to the extent practical. During extreme flooding and when larval control is not possible or has been not been used to the fullest extent possible, pesticides can be used to control nuisance and disease bearing mosquitoes. If pesticides are used, human exposure in residential areas is uncommon because of the very low application rates, ultra low-volume methods, treatment at night when people are indoors, pesticide applicator training, and public pre-notification before application."

An integrated mosquito management program similar to the one described above will be implemented at the Project facilities. Control of adult mosquito populations using adulticides (pesticides) is not part of the routine mosquito control program at the wetland facilities; adulticides will not be utilized unless the unlikely event of a regional disease outbreak occurs.

Similar to many environmental management programs, mosquito control must be evaluated and conducted on a regional scale. An integrated approach including several management and control techniques is more effective than any single control alternative. The State of California alone implements a mosquito control program involving over 70 local agencies, including mosquito and vector control districts, environmental health departments, and county health departments (DHS and MVCA, 2001). During the remaining design phases for the Project facilities, the Los Angeles County Health Department (Vector Control) and the Departments of Public Works and Recreation and Parks will be asked to provide recommendations for mosquito management to ensure the greatest consistency with ongoing control programs. These groups often provide valuable design suggestions, management approaches, local information regarding the species of mosquito and nuisance insects that are present, and insight regarding local restrictions and certification requirements. These coordination efforts continue throughout the development of the project and for the life of the facility.

Coordination with the Greater Los Angeles Vector Control District regarding the proposed Project facilities should be initiated as soon as possible. The District will be able to point out issues regarding aquatic vegetation and the need to set aside funding for mosquito management purposes. It is likely that the District will desire to be involved in the project from its formulation through the operation of facilities after it is constructed. Further, the District can also likely supply current and historical data on adult mosquito populations in the immediate vicinity of the project. Once the project is constructed and operational, the District can assist in the surveillance portion of the integrated pest management plan as they continue to collect adult mosquito data in the area and screen for arbovirus activity using sentinel flocks.

The mosquito control program for the Project facilities is discussed below.

3.1 Treatment Wetland Design Considerations

Source/habitat reduction is often the most effective and economical method to control mosquito populations. There are several wetland design features that minimize the potential for mosquito production including:

- Adequate pretreatment of influent wastewater to lessen the production of larval mosquitoes
- The use of multiple wetland cells and parallel flow paths to allow operational flexibility
- The use of hydraulic control structures to rapidly de-water emergent marsh areas
- Levee design to allow for mowing and maintenance and the broadcast of mosquito control agents
- The incorporation of deep water zones for maintenance of predaceous vertebrates and invertebrates and to allow access for control efforts, if needed
- Selection of a diverse mix of plant species that optimize treatment while minimizing creation of productive mosquito habitats
- Planning for periodic plant maintenance.

Numerous studies detail an apparent relationship between mosquito production in treatment wetlands and poor influent water quality (Carlson and Knight, 1987; Collins and Resh, 1989; Kramer and Garcia, 1989). High levels of dissolved organic matter provide nutrients for algae and bacteria, which in turn serve as a food source and habitat for mosquito larvae. High levels of organic matter and associated decomposition processes also result in decreased dissolved oxygen concentrations, which often create an unsuitable environment for aquatic macroinvertebrates such as dragonflies, damselflies, and fish that prey on mosquito larvae (Mian et al., 1986; Walton et al., 1996 and 1997). Conversely, well-treated wastewaters or low strength urban stormwater and dry-weather runoff do not appear to support rapid and excessive mosquito outbreaks. Walton and Workman (1998) report that treatment of influent waters to secondary standards may limit average mosquito larvae to 200 per dip in treatment wetlands. However, this is still above typical densities of 0.2 – 0.25 larvae per dip. Proper design and management of the Project facilities combined with the relatively low strength runoff from surrounding land uses are likely to result in larval dip counts lower than these reported values for secondary quality influent.

The East Basin of the Dominguez Spreading Grounds and the northern portion of the Market Street Basin are slated for emergent marsh establishment. Operational flexibility and maintenance access within the emergent marsh areas is available, thereby minimizing the potential for mosquito production. This includes being able to take the East Basin or the Market Street Basin out of service for routine vegetation/mosquito management. Existing or proposed maintenance access roads will provide equipment access for vector management activities. The size of the Project facilities are within the limits of commercially available broadcast equipment so that all emergent marsh areas are accessible from the roadways or trails that currently exist or are planned to be constructed

along the wetland embankments effectively providing shoreline access to all wetland areas. These embankments are sized and will be finished to allow all-weather access of expected operation and management (O&M) vehicles and equipment. If boats are needed to access internal areas of the wetland, appropriate access via all-weather ramps should be supplied. The embankments are free of power lines and other obstructions that might limit O&M activities; however care must be taken in placing riparian woodland and scrub complexes so that they do not impact maintenance of wetland vegetation and or prevent the broadcasting of mosquito control agents into emergent marsh and transitional marsh zones.

Hydraulic control of the proposed wetland cells (inlet and outlet control structures) is important for both water quality considerations and mosquito management. Control structures are designed for effective water distribution and collection to promote plug-flow across the entire wetland width to minimize stagnant zones. Proper control of water depth is necessary as it influences hydraulic residence time and linear flow velocities. Higher flow velocities have been shown to reduce mosquito survival (Russell, 1999). However, a quantitative estimate describing the relationship between mosquito survival and linear velocity is not available. Wetland grading includes a slight (0.001 – 0.005 percent) slope from inlet to outlet to facilitate draining when necessary for operation and or maintenance activities. Operation of the outlet structure should also facilitate the rapid dewatering of emergent marsh zones while maintaining water in the deep zone areas to serve as refugia for fish and other mosquito predators.

Vegetation management practices for treatment wetlands need to address the often contrary goals of mosquito abatement versus water quality improvement (Knight et al., 1999). A dense monoculture of emergent wetland vegetation can provide significant refuge for mosquitoes. However, wetland systems rely upon emergent vegetation to enhance treatment. Wetland vegetation has the ability to add reduced carbon to the wetland via photosynthesis, provide surface area for the attachment of microbes, shade the water surface thereby reducing algal populations, stabilize water temperature, sequester nutrients and trace metals in accreting sediments, and transport atmospheric gases to the root zone and microbial generated gases to the atmosphere (Vymazal et al., 1998). In summary, wetland vegetation is essential for pollutant removal as they provide an environment for microbial populations such as nitrifying and denitrifying bacteria.

Vegetation selection for treatment wetlands can include a diverse group of species that optimize both treatment and mosquito management. Collins and Resh (1989) developed a planting list that relates emergent and aquatic vegetation to potential mosquito production using four semi-quantitative ecological parameters. Quantitative mosquito sampling to assess this method of plant selection has not been completed, but the general rankings may provide valuable guidance for plant selection. Wetland design often includes zones of differing water depths to create diverse assemblages of aquatic plants and habitat types. In both the Dominguez Gap East Basin wetland facilities and the Market Street northern portion wetland facilities, open-water deep zones have been designed perpendicular to the main flow path provide hydraulic mixing and habitat for mosquito predator development. Inclusion of these numerous, smaller deep zones minimized the size of emergent plant zones, which facilitates predator fish access and maintenance activities. Periodic plant harvesting to reduce vegetation densities has had a positive

effect on mosquito fish density and associated mosquito control (Nolte and Associates, 1997; WGA Inc., 2001).

3.2 Surveillance and Monitoring Program

It is recommended that the LADPW initiate a coordinated mosquito-monitoring program (larval and adult) prior to construction of the Project facilities to establish baseline mosquito populations for later use in assessment of potential impacts of the wetland on local mosquito population dynamics. The pre-construction monitoring plan should, at a minimum, characterize current breeding areas and type, number, and sex of mosquitoes in the area. Once constructed, the mosquito-monitoring program will be continued throughout the life of the facility and allow the owner/operator to determine if the mosquitoes caught on-site are competent vectors, "marsh-breeders", "container breeders", or flood water species that deposit eggs in moist sediments. This information will allow the owner/operator to determine if the adults caught on-site are likely breeding within the wetland or are born elsewhere and travel to the wetland. This monitoring information also provides early notification if a health threat exists, or if it is merely a nuisance condition. This information coupled with information collected by the Greater Los Angeles County Vector Control District through arbovirus surveillance in wild birds and sentinel chicken flocks, and monitoring of vector-borne pathogens in mosquitoes, is used to generate the appropriate management response(s).

3.2.1 Larval Mosquito Monitoring

Field staff should be trained to conduct larval sampling consisting of "dipping" using a standard apparatus at designated locations throughout the treatment wetland and in adjacent areas. Many techniques exist to collect larvae and the effectiveness of each method differs. A single method is consistently used to minimize sampling bias (Knight et al., 1999). A quick dipping technique as described by Collins and Resh (1989) is adequate for most mosquitoes and can be used when dense emergent vegetation is present. If more than one individual is conducting the larval monitoring, it is recommended that dipping techniques are compared and standardized to minimize sampling variability.

Predetermined sample locations are selected to represent the distinct ecological zones of the treatment wetlands and surrounding area (e.g., marsh, open water, river, and within irrigated riparian areas). Within each sample location, replicate samples are generally collected every 15 to 20 feet, to total 25 dips for each location. The individual samples are combined, concentrated, and the organisms preserved with ethanol for later counts and identification. Larval counts include enumeration of individuals in each life stage, 1st through 4th instars, and pupae. If control methods include the use of ingested larvicides, the presence of older instars and pupae may be used to determine the need to increase dose, frequency, and coverage area, or method of application.

The focus of the integrated pest management program is to control the immature (larval) stages because this is more ecologically sound and cost-effective than control of dispersing adults. Sampling activities outlined above are conducted at a frequency that is greater than the time needed for the mosquito species of interest to develop from the 1st instar stage to adult, generally weekly during the warm months, March through October, and once a month from November through February.

3.2.2 *Adult Mosquito Monitoring*

Adult mosquito monitoring is conducted using several methods and commercially available traps. Some traps use colors or highly organic water as attractants, whereas others use a light source or CO_2. Various methods and trap-types allow for selection/trapping of host-seeking, gravid, and/or resting adults, based upon project needs and budget. For marsh breeding and floodwater species that will occur at the Project facilities, Encephalitis Vector Survey (EVS) CO_2 baited traps are recommended, as they have proven very successful and economical for collection of host-seeking adults (Rohe and Fall, 1979). Monitoring of mosquito activity is subject to many factors (e.g., trap placement, wind, and humidity). These factors, project needs, and results from larval monitoring are evaluated to determine frequency of adult mosquito monitoring. Typically, numerous adult traps are set out at designated locations on a weekly or monthly basis, which often varies seasonally. Mosquito traps are generally located around habitat transition zones (e.g., open water to marsh, marsh to riparian area, and riparian area to upland areas). To provide an indication of mosquito source(s) and direction, peripheral traps are placed approximately one mile outside the wetlands facility boundary in all directions, and/or data collected by others in the surrounding area is incorporated into a comprehensive mosquito population characterization plan.

Mosquito traps are typically operated from late afternoon until early morning, defined as a "trap-night". Mosquitoes caught at each trap are transferred into plastic bags for transport to counting and identification facilities. Enumeration includes the number of females, number of males, and identification to genus and species.

Adult monitoring at the Project facilities should be conducted on a weekly basis throughout the year. At a minimum, five (5) traps should be located at equidistant intervals around both the East and West basins. Although final trap placement should be defined in the field, placement should concentrate in the areas where riparian woodland and native scrub interface.

3.3 Biological Control, Larvicide, and Adulticide

Mosquito control at the Project facilities will focus on larvae and pupae control using biological methods (mosquito predators and larvicides). Mosquito fish have been one of the most effective biological methods of controlling mosquitoes for over forty years (VCD, 2002). Biological control also includes natural predators (e.g., dragonfly nymphs and predatory macroinvertebrates) that eat larvae and pupae. Highly target specific larvicides that have minimal impact on non-target organisms and the environment will be utilized. The compartmentalization of treatment wetland system (e.g. emergent marsh intermixed with open water in all of the wetland areas), as well as dikes that can accommodate mosquito control equipment, allow for very direct mosquito control focused on small areas rather than more expensive and less direct basin wide applications of mosquito control agents (Walton, 2002). Adulticides will not be part of routine mosquito control activities, but could be utilized in the unlikely event of a disease outbreak in the region.

3.3.1 *Biological Control*

The diverse assemblage of aquatic, riparian, and terrestrial vegetation at the proposed Project facilities will encourage development of a robust population of

macroinvertebrates that include predacious diving beetles, damselflies, and dragonflies to assist in reducing mosquito larvae. Biological control of larvae provided by these predatory species will by supported through introduction of mosquito fish (*Gambusia affins*). *Gambusia* is currently used for mosquito control in the Greater Los Angeles area. For instance, this occurs in the Sepulveda Basin at Lake Balboa the Wildlife Lake where local vector control agencies utilize these lakes as a source of *Gambusia* for their stocking efforts in other areas (Moe, 2002).

The name mosquito fish *(Gambusia affinis)* is derived from its voracious appetite for mosquito larvae. The species has been introduced into waters of almost every continent, and many oceanic islands. The hearty fish can withstand environmental extremes including temperatures ranging from 33°F to 107°F (Knight et al., 1999). Water temperatures measured within the East Basin of Dominguez Gap within the existing ponded water in 1999 indicated an average of 61.3 °F while ranging from a low of 53.6 °F to a high of 68.9 °F which indicates from a water temperature standpoint that *G. affinis* can survive and flourish within this system. This range of temperatures would likely be representative of conditions within the wetlands cells created in the proposed Project. *Gambusia* can survive at a pH range of 5 to 9.5, (which is within the pH range measured at the site) and is know to occur in cooling ponds with salinities as high as 15 parts per thousand. Successful reproduction has been noted in waters with a chemical oxygen demand (COD) ranging from 40 to 150 mg/l and survival is possible in waters with a COD as high as 200 mg/l (Coykendall, 1980; Meisch, 1985). It takes approximately 24 days for young to develop, and broods range from a few young to more than 300. A single female may produce up to 5 broods in a single lifetime (Krumholz, 1948).

The predatory activities of *Gambusia* are not restricted to mosquito and other insect larva, but include the young fish of its own and other species. The species has been considered undesirable in waters where native fish may be affected and requires a permit for use in waters of the state of California (title 14 CCR, Fish and Game Code, Section 1.63, Section 6400, and Section 238).

Mosquito control efforts at the Tres Rios Demonstration Constructed Wetlands that relied solely upon *Gambusia* and other biological predators were not effective. However, when the use of biologically derived larvicides and active vegetation management were added to the management program, mosquito larval control was achievable and on-going control efforts remain successful (WGA Inc., 2003).

3.3.2 Larvicides

Two *Bacilli* (*Bacillus thuringiensis* variety *israelensis* (*Bti*) and *B. sphaericus* (*Bs*)), which are microbial agents formulated as crystalline bacterial spores that are ingested by mosquito larvae and cause the cell walls of the larval digestive system to burst (VCD, 2002), are currently registered for use against mosquitoes in much of the United States. *Bs* is more effective against mosquitoes in organically enriched waters such as wastewater effluents but has a narrower host range. *Bs* is very effective in controlling *Culex sp.* mosquitoes and according to the product label is reported to control several other mosquito species including *Aedes vexans, Aedes melanimon, Aedes stimulans, Aedes nigromaculis, Aedes triseriatus, Aedes solilicitans, Anopheles quadrimaculatus,*

and *Coquillettidia perturbans*. *Bti* controls a broader spectrum of mosquito species and can be used to control chironomids such as midge fly larvae.

Bacillus toxins are target specific and are safe to humans and other nontarget organisms under current application rates and modes of contact (Walton and Mulla, 1992). A possible pitfall of *Bs* is the potential for mosquito targets to develop immunity to the mosquitocidal toxins. *Bti* contains multiple toxins whereas *Bs* contains only one. To mitigate the possibility of developing a resistance to *Bs* at the Tres Rios Demonstration Wetlands facilities, *Bti* is applied in lieu of, or in combination with *Bs* once a month during peak mosquito seasons. On the forefront is the development of an agent that combines the *Bs* mosquitocidal toxin with those of *Bti* (Federici et al., 2003). Since both agents are currently registered with the USEPA, it is thought that regulatory approval will be expedited and the new agent will be introduced on the commercial market in the near future (Walton, 2002).

Application of the granular larvicides in a slurry form is often done mechanically from truck-mounted equipment. This method allows more complete basin coverage and enhanced penetration of densely vegetated areas, which has resulted in significantly reduced larval counts. It typically takes 24 to 72 hours after treatment for complete larval mortality and the residual appears to control larval development for a period of 3 to 25 days post application, with less rapid mortality rates and longer residual control associated with *Bs*.

3.3.2 Adulticides

Adulticides will not be part of routine mosquito control activities, but could be utilized in the unlikely event of a disease outbreak in the region. Adulticide application still has a place in integrated pest management plans to reduce adult mosquito populations during times of disease outbreaks or when extreme numbers of nuisance mosquito are present even though this activity may cause anxiety in the general public (Rose, 2001). Human exposure in residential areas is uncommon because of the very low application rates (such as 1 ounce per acre), ultra low volume methods and treatment is typically conducted in the early morning under low wind and moderate temperature conditions when people are indoors (Rose, 2001). Adulticides are immediately effective, but is not entirely selective to mosquitoes hence mosquito predators and vegetation may be adversely impacted. Control efforts at the Project facilities will focus on source reduction (prudent wetland design and operation) and larval control. Adulticide application would only be used in the unlikely event of a true public health threat due to adult mosquito populations in the project area.

If necessary, ultra low volume (ULV) fogging is a method employed to control outbreaks of adult mosquitoes. There are several compounds to choose from including sumithrin, pyrethrin, malathion, and permithrin. Recent studies indicate that adulticides applied at mosquitocidal dosages are not acutely toxic to common freshwater insects and aquatic invertebrates (Lawler et al., 1997). However, ULV application of malathion was used as an adulticide at the Tres Rios Constructed Wetlands Demonstration project in 1996, and was found to be toxic to the test organism, *Cerriodaphnia dubia* (Wass 1996, unpublished manuscript). The need has not since arisen for adulticide application since the 1996 event at Tres Rios, but if such actions were again needed at the site either a

sumithrin based agent that has been used successfully at the Sweetwater Wetlands in Tucson, Arizona, or a pyrethrin based agent would be selected.

3.4 Public Relations and Education

Many agencies around the country have developed public education campaigns to help spread information on vector control. The Project facility features will provide an opportunity to educate the local community regarding the benefits of wetlands, such as water quality improvement and habitat creation in the urban environment. Additionally, a public outreach component which focuses upon educating the public about mosquitoes and vector control can assist staff in conducting their integrated pest control efforts. Such a program is also invaluable as it serves as a basis for the community to understand when management steps are necessary and the means used to achieve mosquito control. Other communities have used the following methods to implement such programs:

- Websites
- Public services announcements (television and radio)
- Hotlines
- Door to door distribution of pamphlets
- Booths at local events
- Info in utility bills
- School programs (mosquito biology)

The objective is to inform the public about mosquitoes, their live cycles, and ways they can help reduce levels. The public needs to know how to get information about what to do, and who can help. Proper education produces an informed public who can understand life cycles of mosquitoes, and the effectiveness of vector control strategies.

In Alameda County, California, the Mosquito Abatement District sets up booths at the county fair and home and garden shows to help educate the public. In addition they have developed an education program for the schools that includes classroom presentations, educational materials, research projects, and grants). A focus of the grants is to educate on wetland research, restoration, and preservation activities.

Leon County Mosquito Control, in Florida, produces annual public service announcements aired on radio and television. They have also developed the Mosquito Hawk Education Program a public education program for 4th graders. Leon County also issues a brochure to new homeowners educating them on mosquito abatement strategies.

In Saginaw County Michigan, the Saginaw County Mosquito Abatement District has an extensive education program including a short story contest for elementary schools entitled "the Adventures of the Great Mosquito Detective." The commission also airs a 13-minute video on the local public access channel during summer months. The commission believes "By understanding the mosquito's life cycle, breeding habits, and methods of prevention and control, the public can be an integral factor in creating a more comfortable, disease-free environment." (www.scma.org)

As part of the Project facilities, it is recommended that a public outreach and education component be developed. This program should draw on information and tools developed for use in existing local programs or such as those discussed above, but it should be

tailored to the information needs, expectations, and perceptions of those living in or expected to frequent the proposed park.

4.0 Potential Impacts of the Proposed Project Wetland Facilities

The Project facility design has developed with an overall goal to improve urban stormwater and dry-weather runoff prior to entering the LA River. The wetland facilities (East Basin of Dominguez Gap and northern portion, Market Street Basin) contain open water aquatic areas, emergent marsh zones, and transitional marsh zones. These are surrounded by vegetation complexes consisting of native scrub and riparian woodland vegetation. The East Basin Dominguez Gap and the northern portion of Market Street Basin wetlands are located within existing basins which are surrounded by multi-purpose access roads and/or trails. The West Basin of Dominguez Gap has an un-vegetated impoundment area with banks that will be planted with a mixture of native scrub and riparian woodland vegetative complexes. Specific vector control strategies will be presented for the following components of the Project Facilities:

1. East Basin Dominguez Gap and Market Street Basin Surface Flow Wetland Facilities
2. West Basin un-vegetated impoundment area

Mosquito habitat is likely to be minimal for West Basin un-vegetated impoundment area and all native scrub and riparian woodland habitats as long as irrigation is applied at agronomic rates, e.g. no runoff is permitted. The East Basin and Market Street Basin Surface Flow wetlands represent the greatest potential to provide mosquito breeding habitat. However, with proper design, operation, and management these wetland systems can offer very little suitable habitat for mosquito breeding.

The potential risks for the Project Facilities to provide mosquito breeding habitat, including the species most likely to be found, and site specific mosquito control activities are discussed below.

4.1 Dominguez Gap East Basin and Market Street Basin Surface Flow Wetlands

Surface flow (SF) wetlands mimic natural wetlands in that water principally flows in a shallow manner (~1 foot) above the ground surface through a dense growth of wetland plants. SF wetlands may provide ideal mosquito habitats, but high rates of mosquito production is not as likely when they receive waters high in dissolved oxygen (DO) and low in nutrients similar to the water quality of surface waters documented for the watershed. The East Basin and Market Street Basin SF wetlands are designed for multiple uses including water quality treatment, wildlife habitat, and public use and education by including multiple habitats including open water areas. These open water features are not favorable for mosquito breeding, and the animals they support tend to further control mosquito populations. Most mosquitoes exploit heavily vegetated littoral habitats in systems with extensive shoreline development. Although any of the marsh breeding mosquitoes listed earlier can be expected to utilize this habitat type, it is likely that *Culex tarsalis* will be the most prevalent.

Mosquito management in this habitat type started with basin design and vegetation selection and will continue throughout the operation and maintenance phases where it manifests itself through hydroperiod modifications and maintenance of a diverse vegetative structure. Maintaining a diverse yet effective vegetative structure may require

periodic drying of the wetland, seasonal or semiannual water level fluctuations, and/or removal of vegetative biomass via burning or mechanical means. Most techniques used to manage aquatic plant densities will not require replanting of the wetland. Often times, it is just the above-ground biomass that is removed which leaves a viable root system. Upon subsequent rewetting, macrophytes will regrow and the maintenance cycle can be repeated. It is unknown at this point when and if such actions may be required.

Ultimate control of vegetation density and mosquito breeding in the East Basin and Market Street Basin SF wetland facilities can also be gained through the complete dewatering of these systems. Water supply to the East Basin from the LA River can be shut off via existing gate valves. Water supply to the Market Street Basin from the LA River can also be shut off, as conveyance facilities are designed with valve shutoffs. This will allow the dewatering of the East Basin and Market Street Basin wetlands for maintenance.

Monitoring larval population dynamics will be the cornerstone of management when the SF wetlands are operational. Their presence, population, and stage will be used to assess the efficacy of biological treatments, indicate the need for treatment with biological larvicides, and provide insight into the success of larval controls. The design of the SF wetland basin is such that they facilitate larvicide applications. Unobstructed and all weather access is provided around each SF wetland basin to allow commercially available application equipment easy access to the wetland perimeter. Further, densely vegetated emergent areas are located such that complete larvicide coverage will be attained, and successful penetration of mosquito control agents through dense vegetation to the water column is achieved. Biological larvicides, like fish and other invertebrates that prey upon mosquitoes must be introduced into the wetland such that they are readily accessible by mosquito larvae. In dense macrophytic stands in Arizona, such application criteria and successful mosquito control has only been met by delivering mosquito larvicides by means of a water slurry broadcast through commercial hydro-seeding equipment (WGA, Inc. 2003; Levy, 2002). In short, water dispersible and granular formulations of VectoLex and/or VectoBac are broadcast over the wetlands using contracted commercial hydroseeding equipment. During the months of March through October, all basins receive the treatment every other week. During the remainder of the year, larvicide application frequency, type, and rate should be as depicted in Tables 4.

TABLE 4
Estimated mosquito larvicide application frequency and type.
Note G/CG = VectoBac Granules, WDG = VectoLex Water Dispersible Granules

Agent	Month	Hydroseeder Applications per Month	G/CG Amount[a,b,d] (lbs)	WDG Amount[a,b,c] (lbs)
BS	Jan	0 - 1	-	4
BS	Feb	1	-	4
BS	Mar	3	-	12
BS+BTI	Apr	2	40	4
BS+BTI	May	2	40	4
BS+BTI	Jun	3	60	6
BS+BTI	Jul	2	40	4
BS+BTI	Aug	2	40	4

BS+BTI	Sep	2	40	4
BS+BTI	Oct	2	40	4
BS	Nov	1	-	4
BS	Dec	0 - 1	-	4

[a] Assumes 3.7 acres of emergent and transitional marsh must be treated
[b] Assumes 3.7 acres of emergent and transitional marsh must be treated.
[c] Assumes WDG is applied at a rate of 1lb/acre
[d] Assumes BTi G/CG is applied at a rate of 10 lb/acre

4.2 Larvicide Cost Considerations

The use of biologically derived larvicides is an important and effective tool in mosquito management of engineered wetland and riparian systems. Beyond the registration and applicator certification and permit considerations is the actual cost of the materials application. Table 5 provides an estimate of the material and equipment cost associated with larvicide application to the Dominguez Gap East Basin wetland based upon the frequency and rates shown in Table 4 above. It is assumed that the cost of contracting with a commercial hydroseeder is $700.00 a visit. Larvicide application to the Market Street Basin wetlands is not shown, but is expected to be similar is frequency and cost per acre to apply, since wetland facilities are similar in layout, and have comparable accessibility.

TABLE 5
Estimated cost associated with applying larvicides to the emergent and transitional marsh areas of the Dominguez Gap East Basin SF Wetland.

Agent	Month	Hydroseeder Applications per Month	Cost/Appl.	G/CG Cost ($)	WDG Cost ($)
BS	Jan	0 - 1	$ 700	-	$ 148
BS	Feb	1	$ 700	-	$ 148
BS	Mar	3	$ 2,100	-	$ 444
BS+BTI	Apr	2	$ 1,400	$ 176	$ 148
BS+BTI	May	2	$ 1,400	$ 176	$ 148
BS+BTI	Jun	3	$ 2,100	$ 264	$ 222
BS+BTI	Jul	2	$ 1,400	$ 176	$ 148
BS+BTI	Aug	2	$ 1,400	$ 176	$ 148
BS+BTI	Sep	2	$ 1,400	$ 176	$ 148
BS+BTI	Oct	2	$ 1,400	$ 176	$ 148
BS	Nov	1	$ 700	-	$ 148
BS	Dec	0 - 1	$ 700	-	$ 148
		Sum ($/yr)	$15,400	$1,320	$2,146
		Total Cost =	$18,866		
		Total Cost per Acre =	$5,099		

It should be stated that the larvicide application frequency and cost presented in Tables 4 and 5 are for the worst-case scenario. It is likely, given the relatively high influent water quality and diverse physical and biologic design of the Project wetlands that treatment costs will be reduced over those presented above. After the system is constructed, the

proposed larvicide application plan can be optimized using larval and adult monitoring data specific to the site and savings realized.

4.3 West Basin Un-Vegetated Impoundment Area

The Dominguez Gap West Basin has a large un-vegetated impoundment area that may or may not be inundated. Even though this area is not designed to support aquatic macrophytes and hence will not likely provide marsh-breeding mosquito habitat, there is still the potential for floodwater species such as *Psorophora* or *Aedes sp.* to utilize the site. As such, mosquito management must also be considered in this basin. It is unclear as to how frequently the West Basin will be inundated, therefore two scenarios must be considered.

If only portions of the basin invert are routinely inundated for more than 3 days, consideration should be given to the use of a solid formulation of *BTi*. Solid *BTi* is sold under the Trade Name "Mosquito Dunks" and only delivers larvicide when wet. Solid *BTi* comes in formulations that provide a range of treatment 30 to 150 days and treat approximately 100-ft^2 of standing water. If the West Basin is continuously inundated, the larvicide application method discussed for the East Basin SF wetland can be employed.

5.0 Summary

The Project Facilities (East and West Basins of Dominguez Gap and Market Street Basins) are not expected to increase localized mosquito populations compared to adjacent land uses, e.g., existing wetlands, LA River, golf courses, unmanaged urban drainages. The primary reason for this will be coordination with local and experienced vector control experts and professionals and the use of their insight and knowledge in the design of facilities which minimize mosquito producing habitats, maximize mosquito predators, and facilitates monitoring and control of larval mosquito stages. Further, the Project facilities will be operationally managed and the afore-mentioned comprehensive mosquito plan will be implemented.

To reiterate, the Project facilities mosquito management plan is an Integrated Pest Management (IPM) plan that starts with design, encourages coordination with local vector control agencies and experts, monitors site specific adult and larval mosquito populations through weekly monitoring efforts, and uses such information to respond with management actions including but not limited to wetland vegetation maintenance and prudent larvicide application.

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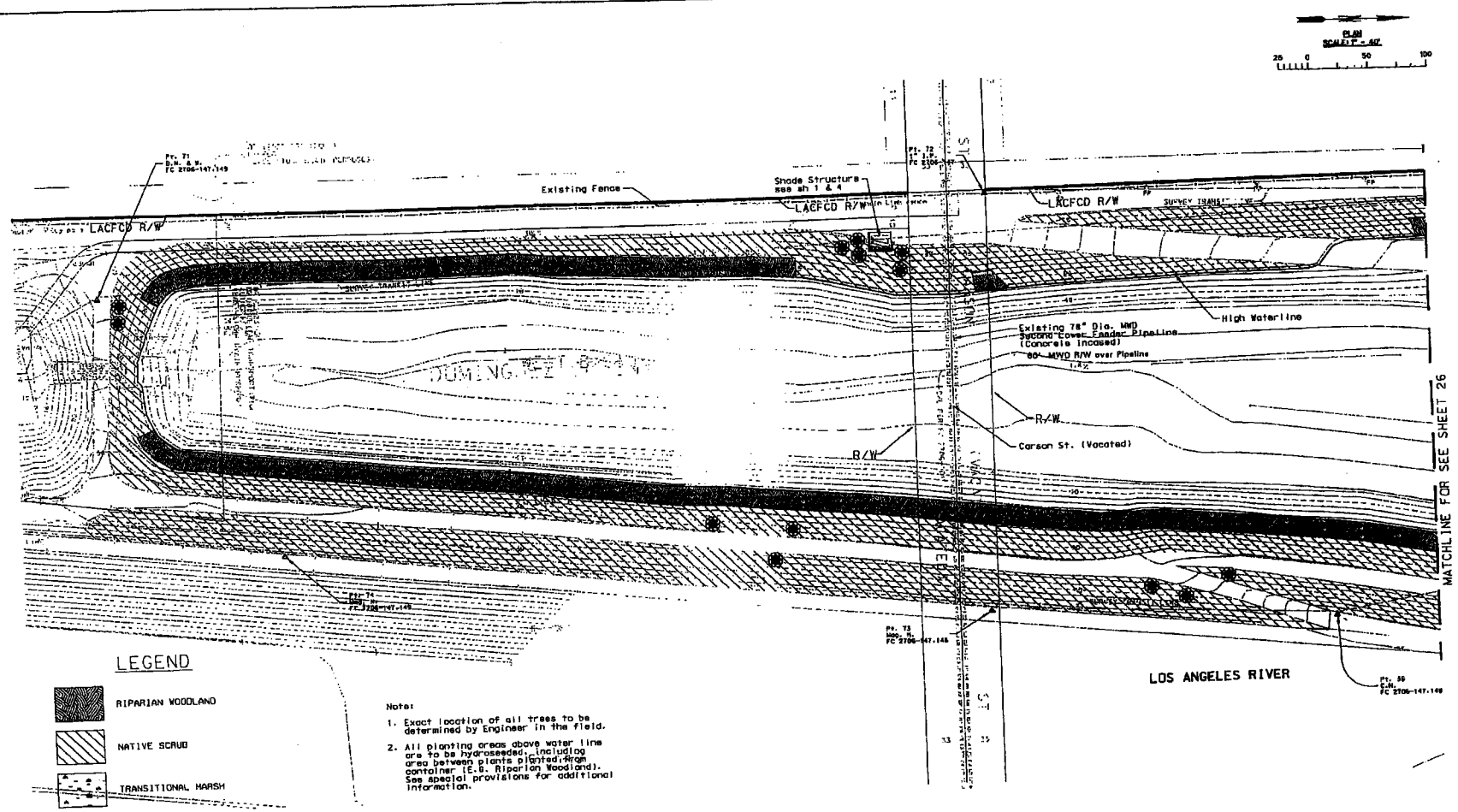
EXHIBIT I

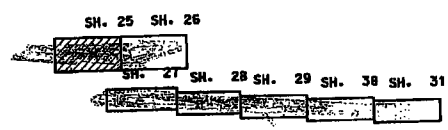


LEGEND

- RIPARIAN WOODLAND
- NATIVE SCRUB
- TRANSITIONAL MARSH
- EMERGENT MARSH
- NO PLANT ZONE
- WESTERN SYCAMORE, SPECIMEN 15 GAL

Note:

1. Exact location of all trees to be determined by Engineer in the field.
2. All planting areas above water line are to be hydroseeded, including area between plants planted from container (E.G. Riparian Woodland). See special provisions for additional information.



DATE	MK	DESCRIPTION

REVISIONS

03/13/06

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS

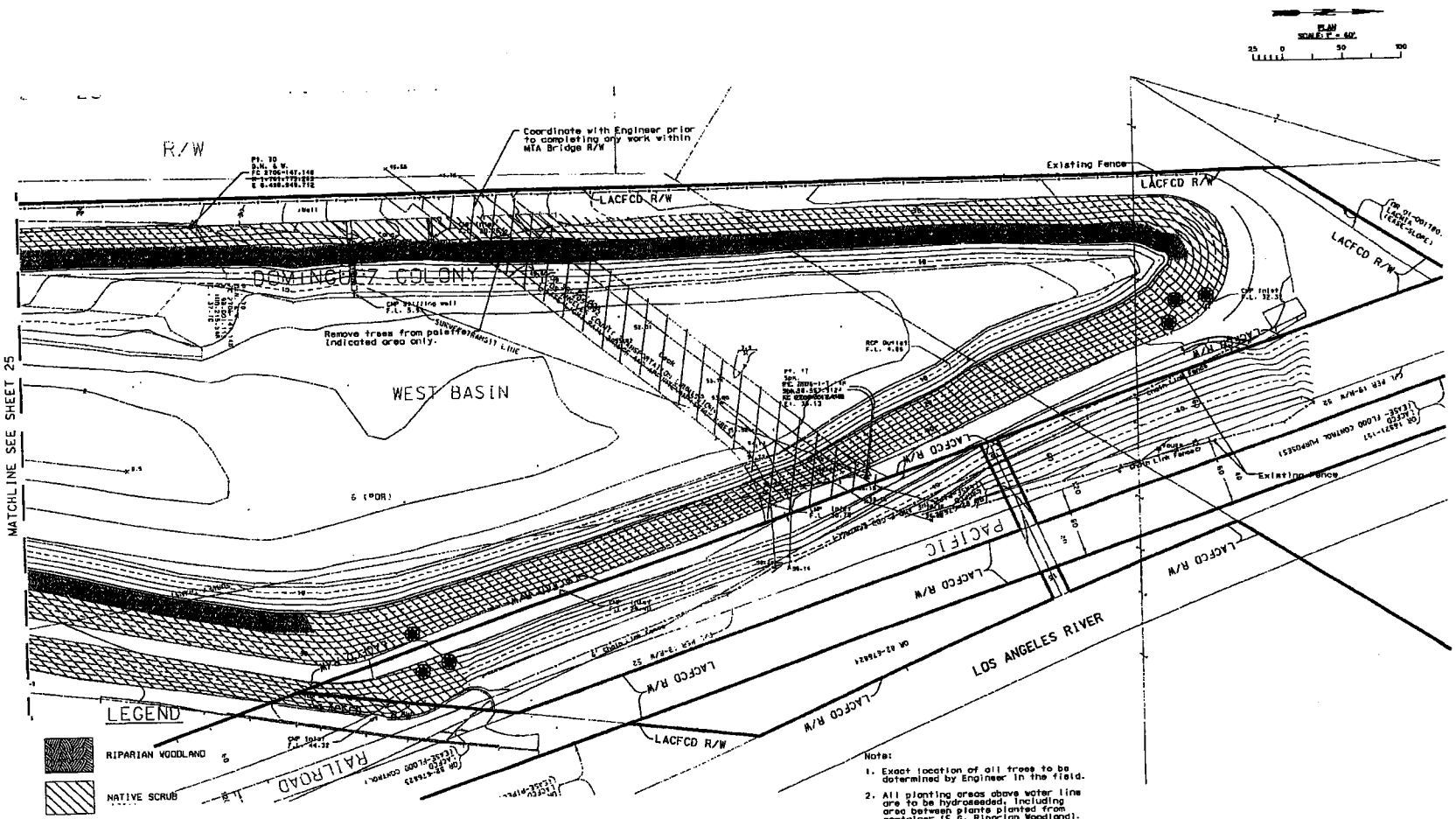
DOMINGUEZ GAP WETLANDS

LANDSCAPING

PLANTING PLAN WEST BASIN

WMD0000050 | JOB JX0013 | DWG 241-02.25 | SHEET 25 OF 60

DRAFTER C. SLATER | DESIGNER J. GORHAM | CHECKER C. ROTH | CADD PROJECT FILE NAME dgw.1102d.dgn | REVIEWED BY | DATE



LEGEND

- RIPARIAN WOODLAND
- NATIVE SCRUB
- TRANSITIONAL MARSH
- EMERGENT MARSH
- NO PLANT ZONE
- WESTERN SYCAMORE, SPECIMEN 15 GAL

SH. 25 SH. 26 SH. 27 SH. 28 SH. 29 SH. 30 SH. 31

Note:

1. Exact location of all trees to be determined by Engineer in the field.
2. All planting areas above water line are to be hydroseeded, including area between plants planted from container (E.G. Riparian Woodland). See special provisions for additional information.

DATE	MK	DESCRIPTION

REVISIONS

PROJECT ENGINEER 03/13/06 DATE

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS

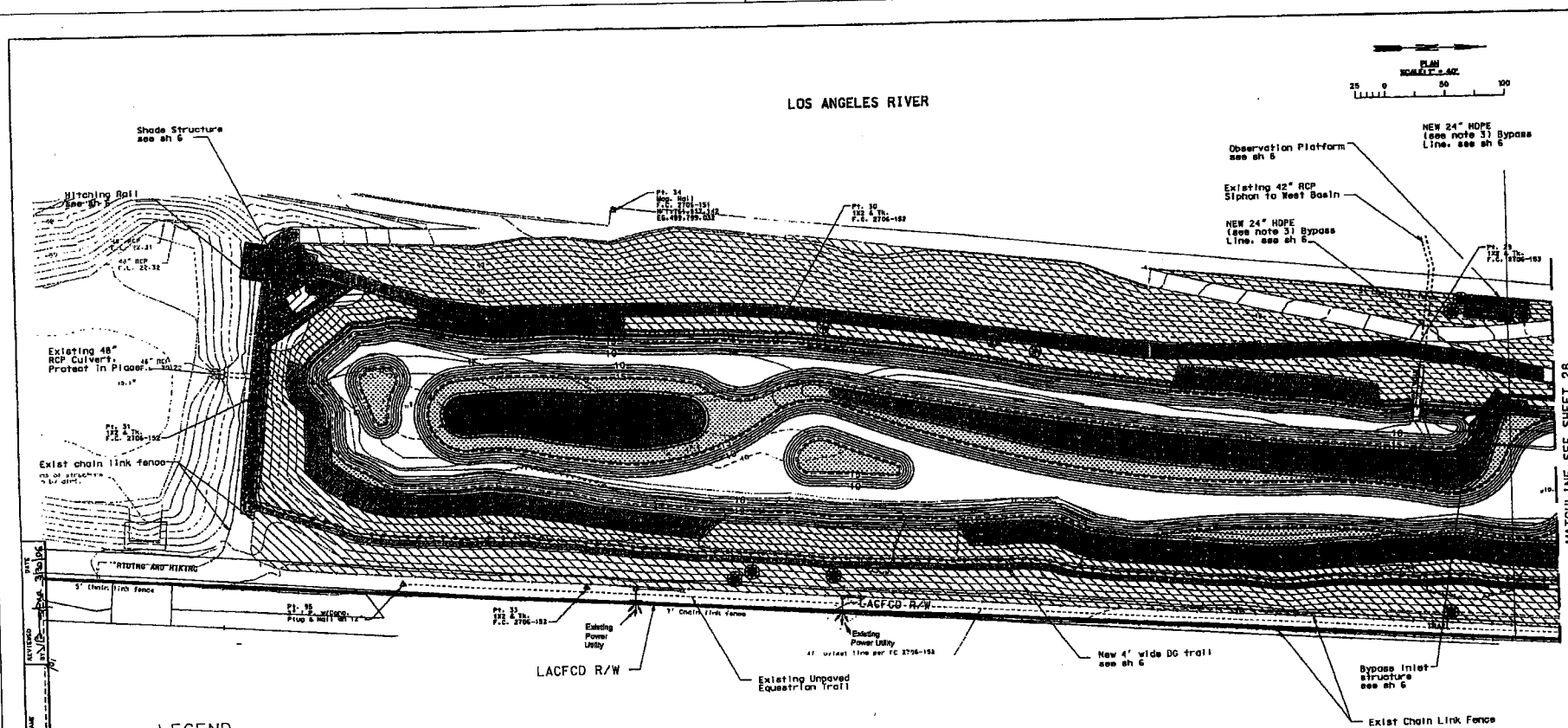
DOMINGUEZ GAP WETLANDS

LANDSCAPING

PLANTING PLAN WEST BASIN

WMD0000050 | JOB JX0013 | DWG 241-02.26 | SHEET 26 OF 60

DRAFTER C.SLATER | DESIGNER J.GORHAM | CHECKER C.ROTH | CADD PROJECT FILE NAME dgwl.103d.dgn | REVIEWED BY | DATE

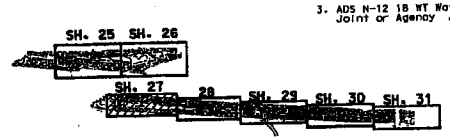


LEGEND

- RIPARIAN WOODLAND
- NATIVE SCRUB
- TRANSITIONAL MARSH
- EMERGENT MARSH
- NO PLANT ZONE
- WESTERN SYCAMORE, SPECIMEN 15 GAL
- FREMONT COTTONWOOD, SPECIMEN 15 GAL

Notes:

1. Exact location of all trees to be determined by Engineer in the field.
2. All planting areas above water line are to be hydroseeded, including area between plants planted from container (E.G. Riparian Woodland). See special provisions for additional information.
3. ADS N-12 18 WT Water Tight Joint or Agency Approved Equal.



KEY MAP

DATE	BY	DESCRIPTION

REVISIONS

03/13/06

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS

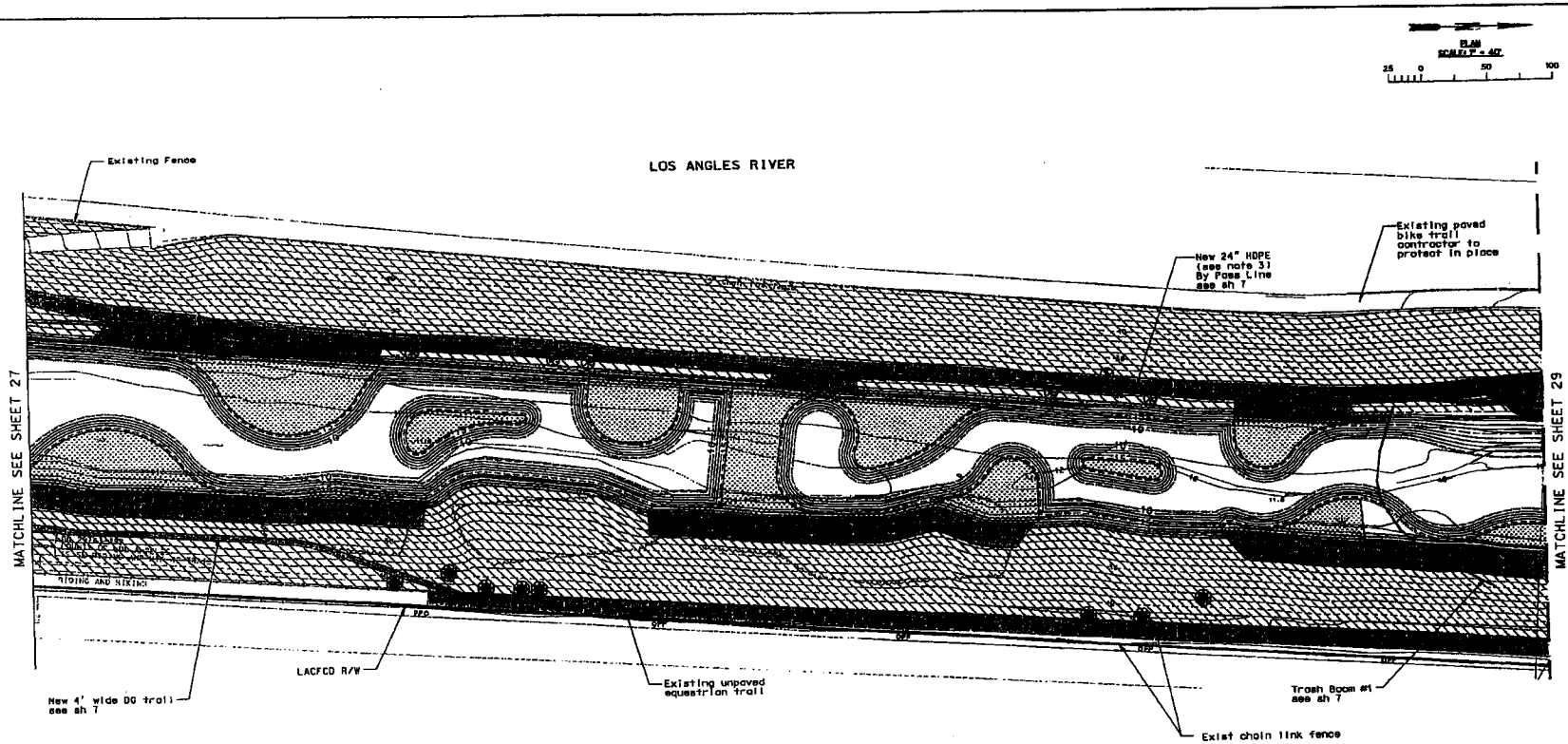
DOMINGUEZ GAP WETLANDS

LANDSCAPING

PLANTING PLAN EAST BASIN

WMD0000050 | JOB JX0013 | DWG 241-02.27 | SHEET 27 OF 60

DRAFTER C. SLATER | DESIGNER J. GORHAM | CHECKER C. ROTH | CADD PROJECT FILE NAME dgm_1044.dgn | REVIEWED BY | DATE 3/30/06



LEGEND

- Riparian Woodland
- NATIVE SCRUB
- TRANSITIONAL MARSH
- EMERGENT MARSH
- NO PLANT ZONE
- WESTERN SYCAMORE, SPECIMEN 15 GAL
- FREMONT COTTONWOOD, SPECIMEN 15 GAL

Notes:

1. Exact location of all trees to be determined by Engineer in the field.
2. All planting areas above water line are to be hydroseeded, including area between plants planted from
3. ADS N-12 1B WT Water Tight Joint or Agency Approved Equal.

KEY MAP

DATE	MK	DESCRIPTION

REVISIONS

PROJECT ENGINEER 03/13/06 DATE

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS

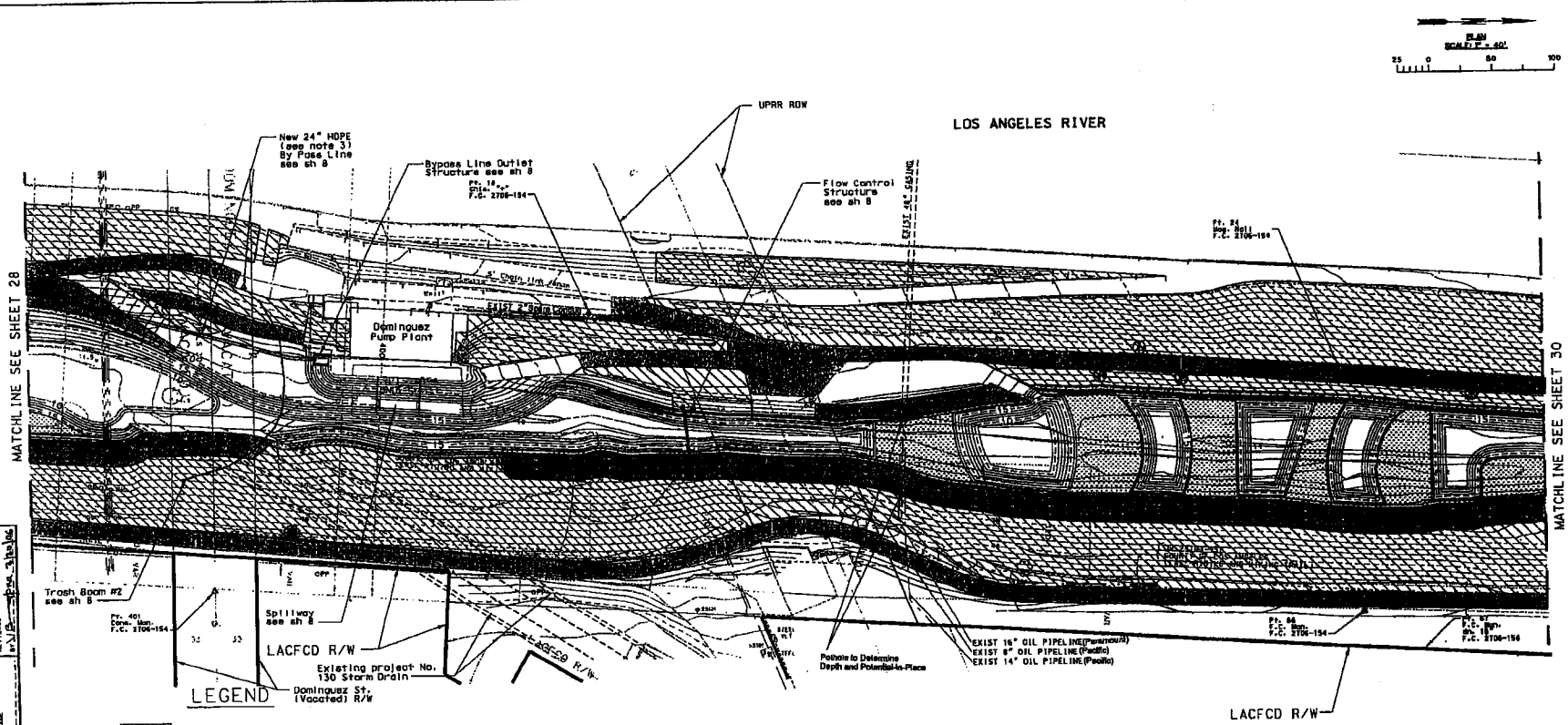
DOMINGUEZ GAP WETLANDS

LANDSCAPING

PLANTING PLAN EAST BASIN

WM00000050	JOB JX0013	DWG 241-02-28	SHEET 28 OF 50

DRAFTER C. SLATER | DESIGNER J. GORHAM | CHECKER C. ROTH | CADD PROJECT FILE NAME dgw_105d.dgn | REVIEWED BY | DATE

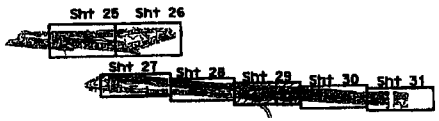


LEGEND

- RIPARIAN WOODLAND
- NATIVE SCRUB
- TRANSITIONAL MARSH
- EMERGENT MARSH
- NO PLANT ZONE
- LOS ANGELES RIVER LACDA PROJECT SEED MIX
- WESTERN SYCAMORE, SPECIMEN 15 GAL
- FREMONT COTTONWOOD, SPECIMEN 15 GAL

Notes:

1. Exact location of all trees to be determined by Engineer in the field.
2. All planting areas above water line are to be hydroseeded, including area between plants planted from container (E.G. Riparian Woodland). See special provisions for additional information.
3. ADS N-12 1B WT Water Tight Joint or Agency Approved Equal.



KEY MAP

DATE	NK	DESCRIPTION

REVISIONS

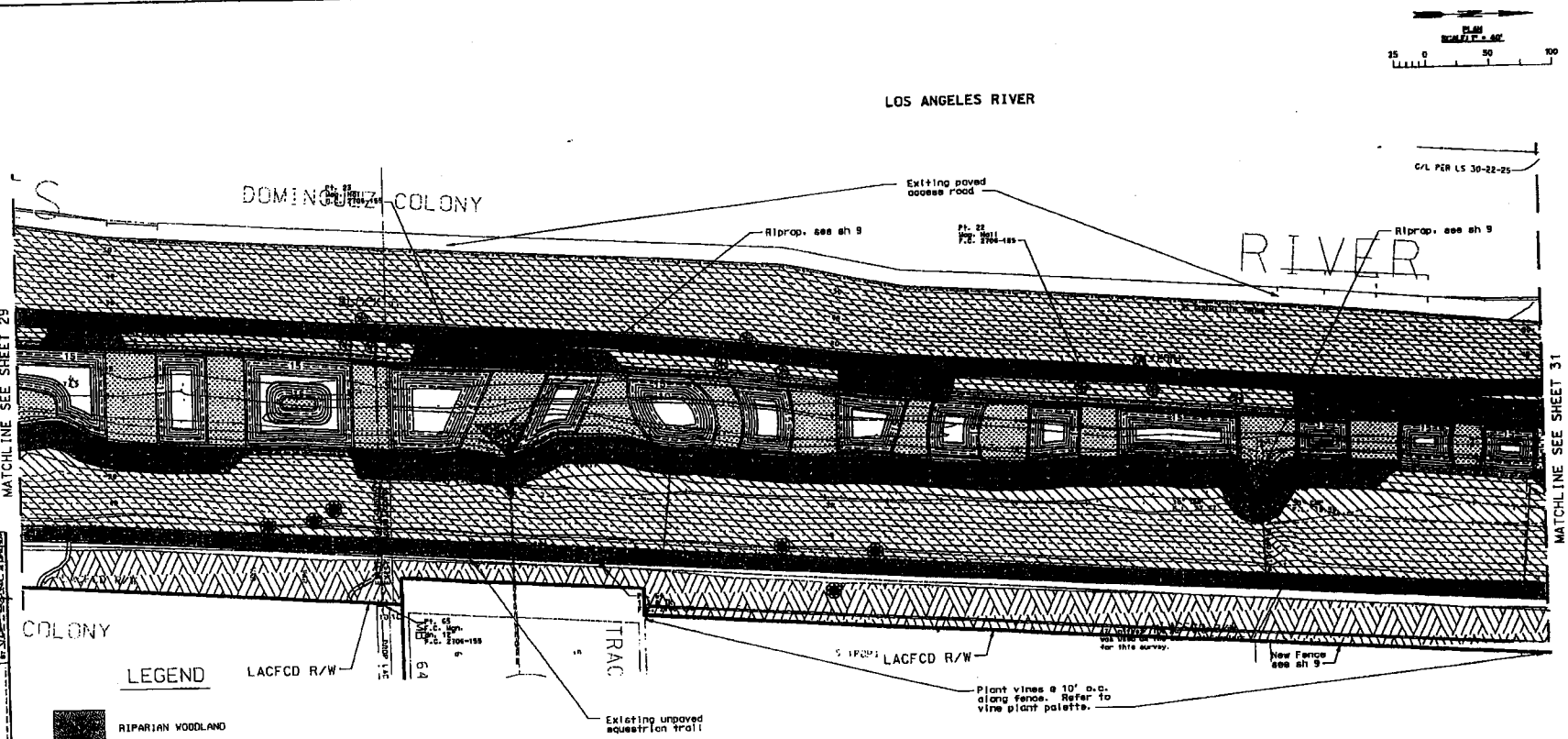
03/13/06

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS
DOMINGUEZ GAP WETLANDS
LANDSCAPING
PLANTING PLAN EAST BASIN

WMD0000050 | JOB JK0013 | DWG 241-02.29 | SHEET 29 OF 60

DRAFTER C. SLATER | DESIGNER J. GORHAM | CHECKER C. ROTH | CADD PROJECT FILE NAME dgw.106d.dgn | REVIEWED BY | DATE

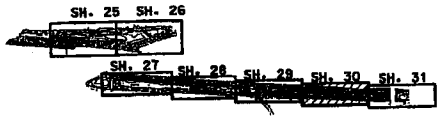


LEGEND

- RIPARIAN WOODLAND
- NATIVE SCRUB
- TRANSITIONAL MARSH
- EMERGENT MARSH
- NO PLANT ZONE
- LOS ANGELES RIVER LACDA PROJECT SEED MIX
- WESTERN SYCAMORE, SPECIMEN 15 GAL
- FREMONT COTTONWOOD, SPECIMEN 15 GAL

Notes:

1. Exact location of all trees to be determined by Engineer in the field.
2. All planting areas above water line are to be hydroseeded, including area between plants planted from container (E.G. Riparian Woodland). See special provisions for additional information.
3. Planting limits shall extend to existing or proposed fences.



KEY MAP

DATE	MK	DESCRIPTION

REVISIONS

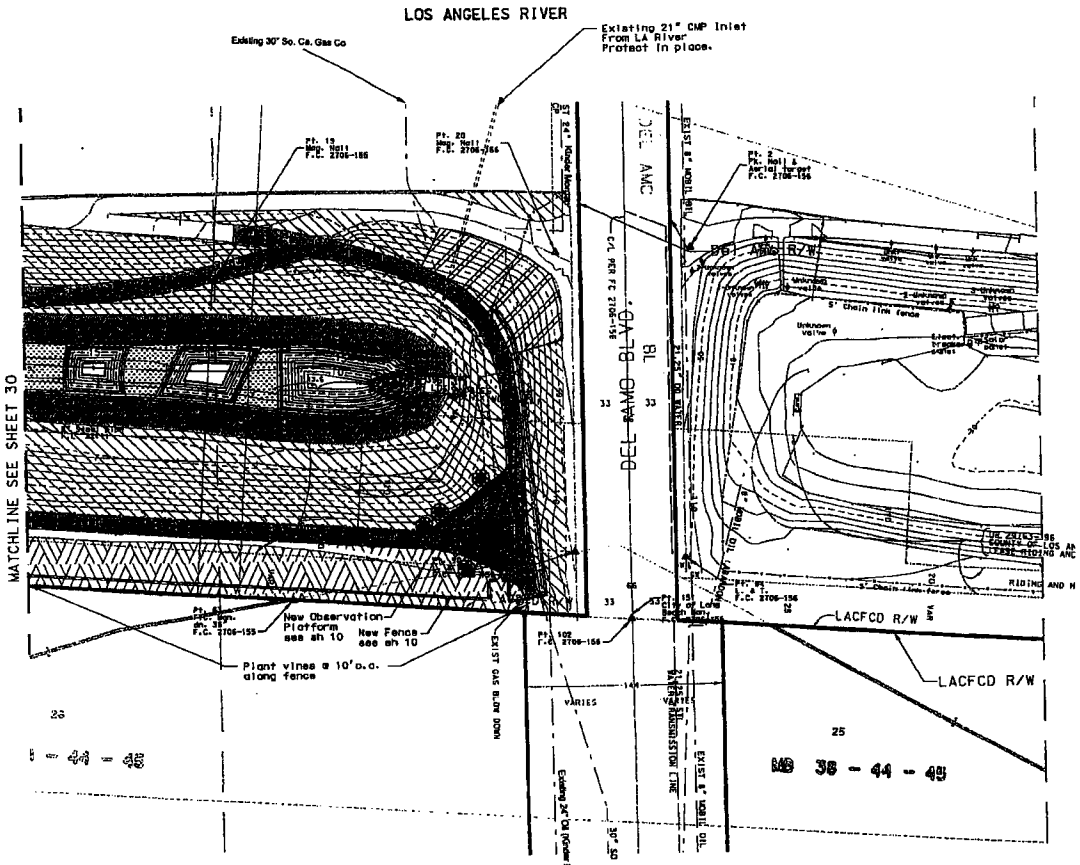
03/13/06

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS
DOMINGUEZ GAP WETLANDS
LANDSCAPING
PLANTING PLAN EAST BASIN

WM0000050 | JOB JX0013 | DWG 241-D2.30 | SHEET 30 OF 60

DRAFTER C.SLATER | DESIGNER J.GORHAM | CHECKER C.ROTH | CADD PROJECT FILE NAME dgw.107d.dgn | REVIEWED BY | DATE

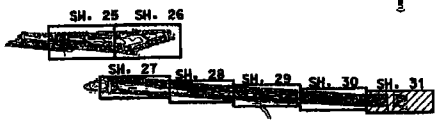


Notes:

1. Exact location of all trees to be determined by Engineer in the field.
2. All planting areas above water line are to be hydroseeded, including area between plants planted from container (E.G. Riparian Woodland). See special provisions for additional information.
3. Planting limits shall extend to existing or proposed fences.

LEGEND

- EXISTING LANDSCAPE (NOT TO BE DISTURBED)
- RIPARIAN WOODLAND
- NATIVE SCRUB
- TRANSITIONAL MARSH
- EMERGENT MARSH
- NO PLANT ZONE
- LOS ANGELES RIVER LACDA PROJECT SEED MIX
- WESTERN SYCAMORE, SPECIMEN 15 GAL
- FREMONT COTTONWOOD, SPECIMEN 15 GAL



KEY MAP

DATE	BY	DESCRIPTION

REVISIONS

03/13/08

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS

DOMINGUEZ GAP WETLANDS

LANDSCAPING

PLANTING PLAN EAST BASIN

WM00000050 | JOB JX0013 | DWG 241-02.31 | SHEET 31 OF 60

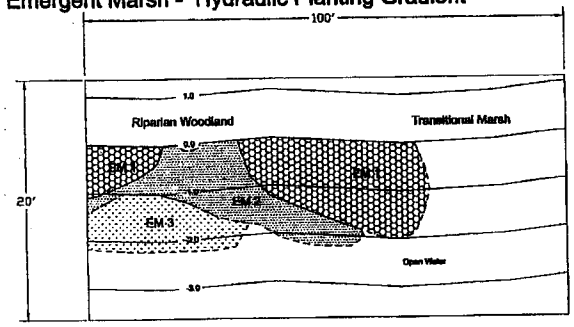
DRAFTER C. SLATER | DESIGNER J. CORNIAM | CHECKER C. MOTH | CADD PROJECT FILE NAME Sgpw_1075.SHD | REVISED BY | DATE

Container Stock

Native Scrub Association - Slopes

Scientific Names	Common Names	Planting Centers (feet)	Container Size	Plants per Acre	Anticipated Total Containers
Artemisia californica	California Sagebrush	8	1 gallon	52	1143
Atriplex leucophylla	Beach Saltbush	8	1 gallon	17	381
A. lentiformis ssp. *lentiformis*	Brewer's Saltbush	6	1 gallon	31	677
Baccharis pilularis	Coyote Brush	8	1 gallon	17	381
Croton Californicus Var. tenius	Coastal California Croton	6	1 gallon	92	2032
Encelia californica	Bush Sunflower	8	1 gallon	61	1333
Ephedra californica	California Ephedra	6	1 gallon	46	1016
Ericameria ericoides	Mock Heather	6	1 gallon	77	1693
Eriogonum parvifolium	Coastal Dune Buckwheat	6	1 gallon	154	3386
Isocoma menziesii var. Vernonioides	Coastal Goldenbush	8	1 gallon	26	571
Isomeris arborea	Bladderpod	8	1 gallon	26	571
Lotus scoparius	Deerweed	4	1 gallon	104	2286
Lupinus chamissonis	Coastal Bush Lupine	6	1 gallon	185	4064
Lycium californicum	California Box Thorn	8	1 gallon	26	571
Opuntia littoralis	Prickly Pear	12	1 gallon	12	254
Salvia apiana	White Sage	8	1 gallon	61	1333
S. columbariae	Chia Sage	6	1 gallon	92	2032
S. leucophylla	Purple Sage	8	1 gallon	52	1143
S. mellifera	Black Sage	8	1 gallon	43	952
S. spathacea	Hummingbird Sage	6	1 gallon	77	1693
Yucca whipplei	Our Lords Candle	5	1 gallon	22	488
TOTAL				**1274**	**28000**

Emergent Marsh - Hydraulic Planting Gradient



N.T.S.

Native Vines

Common Name	Scientific Name	Planting Centers (feet)	Container Size	Total Number of Plants	% of vines along fence
California Wild Grape	*Vitis californica*	10	1 gallon	[illegible]	60%
California Blackberry	*Rubus ursinus*	10	1 gallon	[illegible]	30%
Virgins Bower	*Clematis linguisticifolia*	10	1 gallon	[illegible]	10%
TOTAL				157	

Emergent Zone	Common Name	Scientific Name	Planting Centers (feet)2	Container Size	Plantings per Acre	Containers per Acre	Anticipated Total No. of Containers
EM 1	Prairie Bulrush	*Scirpus maritimus*	2.5	1-gal	1390	695	3836
EM 1	Three-Square Bulrush	*S. americanus*	2.5	1-gal	1390	695	3836
EM 2	Big Bulrush	*S. robustus*	2.5	1-gal	2625	1313	7245
EM 3	California Bulrush	*S. californicus*	5.0	1-gal	290	145	800
EM 3	Tule	*S. acutus*	5.0	1-gal	290	145	800
	TOTAL				5985	2993	16519

Notes:

2 - For 1-gallon Scirpus containers, divide into two parts. Each part represents one on-center planting.

NOTES:

1. PLANT EMERGENT MARSH SPECIES IN SINGLE-SPECIES STANDS OR COPSES. VARY BETWEEN PAIRIE BULRISH AND THREE SQUARE BULRUSH IN EMERGENT ZONE 1 AND VARY BETWEEN CALIFORNIA BULRUSH AND TULE IN THE EMERGENT ZONE 3.
2. FOR 1-GALLON SCIRPUS CONTAINERS, DIVIDE INTO 2 PARTS. EACH PART REPRESENTS ONE ON-CENTER PLANTING.

DATE	MK	DESCRIPTION

REVISIONS

PROJECT ENGINEER 03/13/06 DATE

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS
DOMINGUEZ GAP WETLANDS
LANDSCAPING

PLANTING PALETTE AND DETAILS

WMD0000050 | JOB JX0013 | DWG 241-02.32 | SHEET 32 OF 60

DRAFTER C.SLATER | DESIGNER J. GORMAN | CHECKER C.ROTH | CADD PROJECT FILE NAME dgw1501d.dgn | REVIEWED BY VPR | DATE 3/30/06

Native Scrub Association - Slopes (Hydroseed Mixes)

#'s / acre	Scientific Name	Common Name
1	*Ambrosia chamissonis*	Silver Beachweed
1	*Camissonia cheiranthifolia* var. *suffruticosa*	Beach Evening- Primrose
0.5	*Castilleja exserta*	Purple Owl's Clover
1	*Clarkia unguiculata*	Farewell-to-Spring
0.5	*Erysimum suffrutescen*	Strand Wallflower
3	*Eschscholzia californica*	California Poppy
1	*Gilia capitata*	Globe Gilia
3	*Gnaphalium californicum*	California Cudweed
1	*Hemizonia fasciculata*	Fascicled Tarweed
2	*Layia platyglossa*	Coastal Tidytips
2	*Linanthus grandiflorus*	Mountain Phlox
6	*Lupinus densiflorus*	Golden Lupine
2	*L. microcarpus* var. Microcarpus	Chick Lupine
8	*L. succulentus*	Arroyo Lupine
1	*Mentzelia micrantha*	Stick-leaf Blazing Star
3	*Nemophilia menziesii*	Baby Blue Eyes
2	*Oenothera deltoides*	Dune Primrose
1	*Pluchea odorata*	Marsh Fleabane
1	*S. columbariae*	Chia Sage
0.5	*S. spathacea*	Hummingbird Sage
0.5	*Solidago californica*	California Goldenrod

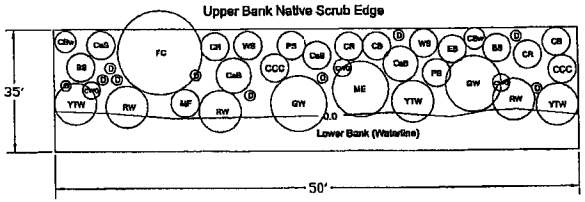
Riparian Association (Hydroseed Mixes)

#'s / acre	Scientific Name	Common Name
2	*Achillea millefolium*	Common Yarrow
2	*Ambrosia psilostachya*	Western Ragweed
3	*Artemesia douglasian*	Douglas's Mugwort
0	*Bidens laevis*	Bur-marigold
0.5	*Castilleja densiflora*	Owl's Clover
0.5	*Epilobium ciliatum*	Northern Willow-herb
2	*Eschscholzia californica*	California Poppy
4	*Grindelia stricta var. platyphylla*	Pacific Gumweed
2	*Lasthenia californica*	California Goldfields
2	*Layia platyglossa*	Coastal Tidytips
0	*Mentha arvensis N/A*	Field Mint
1	*Rumex salicifolius*	Willow-leaved Dock
4	*Sisyrinchium bellum*	Blue-eyed-grass
6	*Solanum douglasii*	White Night Shade

LOS ANGELES RIVER LACDA PROJECT (Hydroseed Mixes)

#'s / acre	Scientific Name	Common Name
5	*Bromus carinatus*	California Brome
3.8	*Deschampsia caespitosa*	Tufted Hairgrass
2	*Eschscholzia californica*	California Poppy
6	*Hordeum c. prostrate*	California Barley
2	*Melica californica*	California Melica
3	*Lupinus bicolor*	Lupines
1.3	*Poa secunda*	Bluegrass
2	*Stipa pulchra*	Purple Needlegrass
4.3	*Vulpia microstachys*	Zorro Fescue

Riparian Woodland - Hydraulic Planting Gradient



Riparian Woodland

Code	Riparian Woodland, Shrubs	Scientific Name	Planting Centers (feet)	Container Size	Plants per Acre	Plants per Layout	Anticipated Total Containers
Mf	Mulefat	*Baccharis salicifolia*	8	1-gal	16	1	81
EB	Emoryi's Baccharis	*B. emoryi*	8	1-gal	10	1	54
CB	Coyote Bush	*B. pilularis*	8	1-gal	8	1	41
CWG	California Wild Grape	*Vitis californica*	8	1-gal	34	3	176
CaB	California Blackberry	*Rubus ursinus*	10	1-gal	25	2	130
BS	Black Sage	*Salvia mellifera*	8	1-gal	26	2	135
PS	Purple Sage	*S. leucophylla*	6	1-gal	28	2	144
WS	White Sage	*S. apiana*	8	1-gal	26	2	135
CaS	California Sage	*Artemisia californica*	8	1-gal	26	2	135
CR	California Rose	*Rosa californica*	8	1-gal	31	3	162
CBw	California Buckwheat	*Eriogonum fasciculatum*	6	1-gal	28	2	144
D	Deergrass	*Muhlenbergia rigens*	3	1-gal	115	10	598
CCC	California Croton	*Croton Californicus*	4	1-gal	21	2	108
	TOTAL				393	34	2042
	Combined Total				514	72	2673

Code	Riparian Woodland, Trees	Scientific Name	Planting Centers (feet)	Container Size	Plants per Acre	Plants per Layout	Anticipated Total Containers
FC	Fremont Cottonwood	*Populus fremontii*	24	1-gal	12	5	62
RW	Red Willow	*Salix laevigata*	12	1-gal	37	16	192
YTW	Yellow Tree Willow	*S. lasiandra*	12	1-gal	37	16	192
GW	Goodding's willow	*S. gooddingii*	16	1-gal or cuttings	23	10	119
ME	Mexican Elderberry	*Sambucus mexicana*	16	1-gal	12	5	65
	TOTAL				121	38	631

DATE	INI	DESCRIPTION

REVISIONS

03/13/08
PROJECT ENGINEER DATE

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

DOMINGUEZ GAP SPREADING GROUNDS
DOMINGUEZ GAP WETLANDS
LANDSCAPING
PLANTING PALETTE AND DETAILS

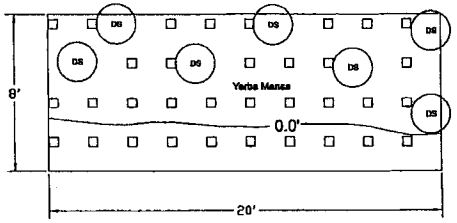
WMD0000050 | JOB JX0013 | DWG 241-02.33 | SHEET 33 OF 60

DRAFTER C. SLATER | DESIGNER J. CORNAM | CHECKER C. ROTH | CADD PROJECT FILE NAME dgap.501.cl.dgn | REVISED m.VB | DATE 3/13/08

Transitional Marsh Typical Planting Formats

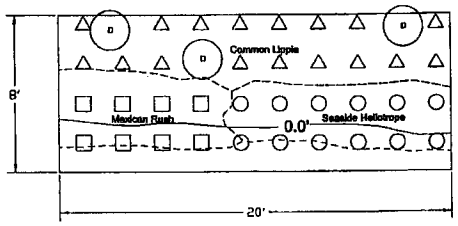
Transitional Marsh Typical Planting 1

□ - Yerba Mansa
DS - Dudleys Sedge



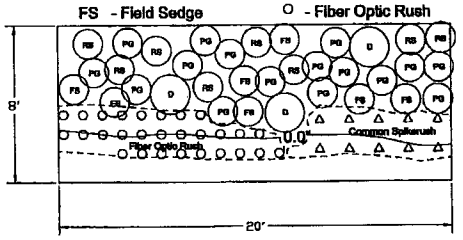
Transitional Marsh Typical Planting 2

△ - Common Lippia
D - Deergrass
○ - Seaside Heliotrope
□ - Mexican Rush

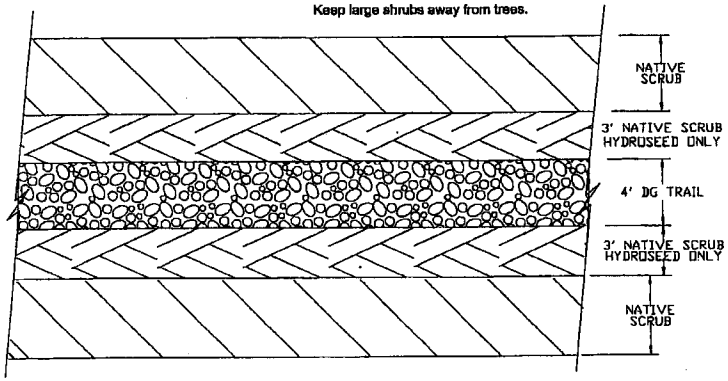


Transitional Marsh Typical Planting 3

△ - Common Spikerush
PG - Pacific Gumweed
D - Deergrass
RS - Rough Sedge
FS - Field Sedge
○ - Fiber Optic Rush



Note:
Keep large shrubs away from trees.



Native Scrub Planting Detail

Common Name	Scientific Name	Bank Location	Planting Centers	Plants Per Acre	Plants Per Layouts	Anticipated Total No. Plants
Common Lippia	*Phyla nodiflora var. nodiflora*	*Mid to lower*	1.5	1541	17	601
Common Spikerush	*Eleocharis macrostachya*	*Mid to lower*	1.5	907	10	354
Deergrass	*Muhlenbergia rigens*	*Mid to upper*	2.0	544	6	212
Dudley's Sedge	*Carex nudata*	*Mid to upper*	2.0	635	7	248
Field Sedge	*Carex praegracilis*	*All*	1.5	635	7	248
Mexican Rush	*Juncus mexicanus*	*Mid to lower*	1.5	725	8	283
Pacific Gumweed	*Grindelia stricta var. platyphylla*	*Mid to upper*	1.5	1451	16	566
Rough Sedge	*Carex senta*	*Mid to upper*	1.5	725	8	283
Yerba Mansa	*Anemopsis californica*	*All*	1.5	3083	34	1202
Seaside Heliotrope	*Heliotropium curassavicum*	*Mid to lower*	1.5	1088	17	424
Fiber Optic Rush	*Scirpus cernuus*	*Mid to lower*	1.0	2539	28	990
TOTAL				**13873**	**158**	**5410**

Note:
RP - Rosepot - 2 ½ inches square by 3 inches deep

Notes:

1. Transitional Marsh to be Planted in one of ThreeTypes, from Riparian Zone to Riparian Zone.
2. Transitional Marsh types to be scattered around the Site.
3. Contractor shall obtain approval from the engineer for the final distribution of planting types of transitional marsh.

DATE	INI	DESCRIPTION

REVISIONS

03/13/06
PROJECT ENGINEER DATE

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
DOMINGUEZ GAP SPREADING GROUNDS
DOMINGUEZ GAP WETLANDS
LANDSCAPING
PLANTING PALETTE AND DETAILS

WM00000050 | JOB JR0013 | DWG 241-02.34 | SHEET 34 OF 80

DRAFTER C. SLATER | DESIGNER J. DORNAU | CHECKER C. ROTH | GDG PROJECT FILE NAME GDG4.5016.dgn | REVIEWED BY [illegible] DATE 3/13/06

Native Scrub Plant Palette - Containers

Replacement palette for East Basin; plant randomly in Native Scrub areas per original planting specifications

Common Names	Scientific Names	Planting Centers (feet)	Container Size	Plants per Acre (Installed)	Total Plants per Site (East Basin)	Notes
California Sagebrush	Artemisia californica	8	1-gallon	52	910	
Brewer's Saltbush	A. lentiformis ssp. lentiformis	8	1-gallon	44	770	
Coyote Bush	Baccharis pilularis	8	1-gallon	32	560	Do NOT use dwarf variety
Coastal California Croton	Croton Californicus Var. tenius	6	1-gallon	36	630	
Bush Sunflower	Encelia californica	8	1-gallon	48	840	
California Buckwheat	Eriogonum fasciculatum	8	1-gallon	32	560	
Coastal Goldenbush	Isocoma menziesii var. Vernonioides	8	1-gallon	44	770	
Prickly pear	Opuntia littoralis	12	1-gallon	16	280	
White Sage	Salvia apiana	8	1-gallon	44	770	
Purple Sage	S. leucophylla	8	1-gallon	52	910	
Black Sage	S. mellifera	8	1-gallon	52	910	
TOTAL				**452**	**7910**	

Total Native Scrub Acres	**17.5**

TABLE OF CONTENTS

County of Los Angeles
Landscape Maintenance Services - Dominguez Gap Spreading Grounds
(2009-PA003)

CHECK LIST		TAB
☑	Title Page	1
☑	Bid Proposal	2
	Letter of Transmittal County Contracts Completed from 2000 to 2008 Twenty (20) Government References	
☑	Introduction / Narrative	3
	Certificate of Good Standing - State of California	
☑	Work Plan / Quality Assurance Program	4
	Certificate of Insurance (sample) - Landscape Association	
☑	Financial Stability - Bonding Letter	5
☑	State Contractors License	6
☑	I.S.A. Arborists Certifications / ACRT Certifications	7
☑	Agricultural Pest Control Registration number	8
	Pest Control Business License QAL - Qualified Applicator Certificate	
☑	Storm Water Pollution Control Plan	9
	Best Management Practices - Handbook Stormwater Pollution Control Certificates Confined Space Certifications	
☑	County of Los Angeles - Living Wage Compliance Review letter, 2007	10
	County of Los Angeles - Living Wage Review letter, 2006 Daily Payroll reports, Daily Crew Schedule report, Copy of Payroll check	
☑	Current Contracts / Work-on-Hand - Bond Report	11
	Contracts in Progress - Color Chart Contracts Completed Report	
☑	Safety Program - Certificates of Safety Management	12
	First Aid / CPR Certifications	

ADDITIONAL INFORMATION

☑	Government Contracts Completed / Color Pictures	13
	Type and Year of Equipment	
☑	Six (6) Government Endorsement Signatures	14
	Fourteen (14) City Endorsement Signatures Six (6) Letters of Recommendation from various Governmental Agencies	
☑	Fifty (50) - Letters of Recommendation, 1977 to 2008	15

UNITED PACIFIC SERVICES
INCORPORATED

file No. A101

TITLE PAGE

United Pacific Services, Inc. has reviewed "Notice of Request For Proposals For Landscape Maintenance Services - Dominguez Gap Spreading Grounds (2009-PA003)" 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 - DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)"

Responses to be received until

Final submittal Date:

Thursday, May 14, 2009 at 5:30 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

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: 5-14-2009

file No. A515

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 05/14 , 2009	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 - Dominguez Gap Spreading Grounds (2009-PA003)**

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: **5529 Leeds Street, South Gate, CA 90280-7421**			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: **5529 Leeds Street, South Gate, CA 90280-7421**	
	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: **05/14/09**
Type name and title: **Gus K. Franklin, President**	

REVISED SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES – DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposers rate(s) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and 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	Area	Annual Frequency	Unit	Unit Price	Annual Price (Area x frequency x unit price)
1	**Tree and Shrubbery Trimming and Care**					
	Dominguez Wetland	49 acres				
	Totals for trimming	49 acres	12	Per acre	$ 19.80	$ 11,642.40
2	**Weed Control**					
	Dominguez Wetland	49 acres				
	Totals for weeds	49 acres	12	Per acre	$ 202.50	$ 119,070.00
3	**Litter Control, Rodent/Insect Control**					
	Dominguez Wetland	49 acres				
	Totals for litter & extermination	49 acres	12	Per acre	$ 18.00	$ 10,584.00
4	**Irrigation System Management: Inspection, Maintenance, and Repair**					
	Dominguez Wetland	49 acres				
	Total for irrigation	49 acres	12	Per acre	$ 18.90	$ 11,113.20

FORM PW-2.2

Item	Task	Area	Annual Frequency	Unit	Unit Price	Annual Price (Area x frequency x unit price)
5	**Trash Boom, Weir Gate/Stoplog Maintenance**					
	Dominguez Wetland	1 unit				
	Totals for trash boom & weir gate	2 units	12	Per unit	$412.20	$ 9,892.80
6	**Wetland Vegetation and Landscape Maintenance, Upland and Riparian Landscape Maintenance**					
	Dominguez Wetland	34 acres				
	Totals for Wetland	34 acres	12	Per acre	$ 72.00	$ 29,376.00
7	**Wildlife Management**					
	Dominguez Wetland	49 acres				
	Totals for wildlife	49 acres	12	Per acre	$ 18.00	$ 10,584.00
8	**Other Maintenance Activities Including Graffiti, Park Facilities, Erosion, and Water Quality Work**					
	Dominguez Wetland	49 acres				
	Totals for others	49 acres	12	Per unit	$16.20	$ 9,525.60
	Water Quality Sampling		4	3	$900.00	$ 10,800.00
9	**One-Time Container Stock Plant Replacement**					
	Dominguez Wetland		7,910	Per plant	$ 4.05	$32,035.50
	TOTAL PROPOSED ANNUAL PRICE (Includes Items 1 through 9)					$ 254,623.50

Item	Description	Unit	Price Per Unit
10	**As-Needed Services** **Not included in total bid amount and only to be performed with Public Works' approval.**		
10.a	Tree, Shrub, and Plant Replacements	Hour	$ 31.50
10.b	Removal and disposal of dead and diseased trees.	Each	$ 45.00
10.c	Manual operation of irrigation system in excess of the allotted 1 technician twice weekly.	Hour	$ 31.50
10.d	Irrigation Repair Services	Hour	$ 40.50
10.e	24-hour Emergency Irrigation System Repairs (4-hour minimum for emergency call out)	Hour	$ 49.50
10.f	Flat rate for emergency call back to shut off water/turn off irrigation system.	Each	$ 31.50
	Plant Replacements – not including labor		
10.g	1 Gallon Native	Each	$ 4.50
10.h	1 Gallon Standard	Each	$ 3.00
10.i	5 Gallon Standard	Each	$ 15.00
10.J	Rehydroseeding of grass and wildflower slopes (using mix per original landscaping plans) (500 SF minimum per Callout)	Per Square Foot	$ 0.33

*Public Works will reimburse contractor for additional maintenance materials as described in the Scope of Work - Landscape Maintenance for Dominguez Gap Wetland upon presentation of appropriate receipts.

LEGAL NAME OF PROPOSER United Pacific Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Gus K. Fraklin, President		
TITLE OF AUTHORIZED PERSON President		
DATE October 12, 2009	STATE CONTRACTOR'S LICENSE NUMBER 790590	LICENSE TYPE C27 C61-D49
PROPOSER'S ADDRESS: United Pacific Services 5529 Leeds Street South Gate, Ca 90280-7421		
PHONE 562-691-4600 x225	FAX 562-691-8839	E-MAIL gus@unitedpac.com

P:\aspub\CONTRACT\Edwin\Landscape Dominguez Gap\Proposer Meeting\PW-2.1.doc

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: **05/14/09**

FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR Landscape Maintenance Services - Dominguez Gap Spreading Grounds (2009-PA003)
SERVICE BY PROPOSER **UNITED PACIFIC SERVICES, INC.**
PROPOSAL DATE: **05/14/09**

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

	2004	2005	2006	2007	2008	Total	Current Year to Date
1. Number of contracts.	**47**	**35**	**39**	**44**	**48**	**213**	**18**
2. Total dollar amount of Contracts (in thousands of dollars).	**3,191,530**	**3,256,051**	**3,350,601**	**4,099,254**	**4,032,133**	**17,929,569**	**1,432,816**
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.

Gus K. Franklin
Name of Proposer or Authorized Agent (print)

Signature

05/14/09
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 Gus K. Franklin

Date 05/14/09

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	05/14/09

FORM PW-8

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	05/14/09

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 **05/14/09**

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 - Dominguez Gap Spreading Grounds**	Project No. **2009-PA003**

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

05/14/09

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:	DATE: 05/14/09

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:** 05/14/09

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:** 05/14/09

FORM PW-16

Statement of Equipment Form

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

PROPOSER'S NAME UNITED PACIFIC SERVICES, INC.

ADDRESS 120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310

TELEPHONE (562) 691-4600 x225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

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 Ton P/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
1/2 Ton P.U. Ext. Cab	Ford	1500	2000	K37425
3/4 Ton P.U, Ext. Cab	GMC	2500 HD	2004	385431

REMARKS: See Additional List of Equipment Tab 13

FORM PW-16

Statement of Equipment Form

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

PROPOSER'S NAME **UNITED PACIFIC SERVICES, INC.**

ADDRESS **120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310**

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STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

One item per line; do not submit an equipment list in your own format.
Form may be reproduced in order to list all equipment

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 Ton P/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
1/2 Ton P.U. Ext. Cab	Ford	1500	2000	K37425
3/4 Ton P.U, Ext. Cab	GMC	2500 HD	2004	385431

REMARKS: **See Additional List of Equipment Tab 13**

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.

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:			Zip Code:
City:		State:	Email Address:
Telephone Number:	Facsimile Number:		Contract Term:
Awarding Department:			
Type of Service:			Contract Number (if any):
Contract Dollar Amount:			

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: **05/14/09**
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

05/14/09
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 occuring 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: 05/14/09

(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 LW-8

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES-DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

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				
Landscape Foreman		8	8	8	8	8		40	2080	14.00	$ 29,120.00
Landscape Laborer		8	8	8	8	8		40	2080	11.84	$ 24,627.00
Landscape Laborer		8	8	8	8	8		40	2080	11.84	$ 24,627.00
Landscape Laborer	As-Needed Throughout the year							Unknown	2080	11.84	$ 24,627.00
Supervisor		2	2	2	2	2		10	520	20.00	$ 10,400.00
Herbicide Applicator		0	0	4	0	0		4	208	15.00	$ 3,120.00
											$
											$
											$
											$
										Total Annual Salaries	$ 116,521.00
										(1) Vacations, Sick Leave, Holiday	$ 11,652.00
										(2) Health Insurance **	$ 0.00
										(3) Payroll Taxes & Workers' Compensation	$ 29,130.00
										(4) Welfare and Pension	$ 0.00
										Total Annual Employee Benefits (1+2+3+4)	$ 40,782.00
										(5) Equipment Costs	$ 30,794.00
										(6) Service and Supply Costs	$ 34,698.00
										(7) General and Administrative Costs	$ 15,277.00
										(8) Profit	$ 16,551.50
										Total Annual Other Costs (5+6+7+8)	$ 97,320.50
										TOTAL ANNUAL PRICE	$ 254,623.50

Comments/Notes:

The above employee Staffing Plan will be supplemented with up to an additional 300 to approx. 900+ manhours per year on an as-needed basis based on the condition of the Dominguez Gap Spreading Grounds Contract. Inclement weather conditions will also determine additional manpower allocations in order to meet contract specifications.

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

** Living wage rate shall be at least $11.84 per hour.

*** 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

October 14, 2009
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 10.
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 10.
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? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	3.1 See Tab 10, Daily Work Sheet 3.2 We keep the daily work sheets at our La Habra office in a notebook for the County to review annually, see Living Wage Compliance, Tab 10. 3.3 The records are maintained daily and signed by each employee. 3.4 The daily payroll records are monitored by the on-site manager of each crew. 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 The records are kept at the 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 Yes See Tab 10.

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 10.
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 10.
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 10.
5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.2 Daily payroll Sheet, see Tab 10.
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 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 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 10.

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.	7.1 We use an automated payroll service - ADP
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?	7.2 Each day we write down the work location of each employee. This daily tracking sheet is then forwarded to the office in La Habra each week for office staff to track, see Tab 10.
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.	8.1 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 office in La Habra.
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?	8.2 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. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?	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 10. 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: 05/14/09 PROPOSER'S SIGNATURE: [signature]

ADDENDUM 1

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

GAIL FARBER, Director

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

April 28, 2009

IN REPLY PLEASE
REFER TO FILE: AS-0

REQUEST FOR PROPOSALS – ADDENDUM 1
LANDSCAPE MAINTENANCE SERVICES – DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

Thank you for attending the Proposers' Conference for Landscape Maintenance Services - Dominguez Gap Spreading Grounds on April 28, 2009, and for your interest in the Request for Proposals (RFP). The Schedule of Prices, Form PW-2, has been revised. The **bold** text has been added and ~~strikethrough~~ has been deleted from Form PW-2 as depicted below:

Item	Task	Area	Annual Frequency	Unit	Unit Price	Annual Price (Area x frequency x unit price)
9	One-Time Container Stock Plant Replacement					
	Dominguez Wetland		~~20,000~~ **7,910**	Per plant	$_____	$_____

Please use the enclosed form PW-2.1, when submitting your proposal.

If you have any questions concerning the above information, please contact Mr. Edwin Manoukian at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

GHAYANE ZAKARIAN, Chief
Administrative Services Division

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Enc.

SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES – DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposers rate(s) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and 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	Area	Annual Frequency	Unit	Unit Price	Annual Price (Area x frequency x unit price)
1	**Tree and Shrubbery Trimming and Care**					
	Dominguez Wetland	49 acres				
	Totals for trimming	49 acres	12	Per acre	$_____	$_____
2	**Weed Control**					
	Dominguez Wetland	49 acres				
	Totals for weeds	49 acres	12	Per acre	$_____	$_____
3	**Litter Control, Rodent/Insect Control**					
	Dominguez Wetland	49 acres				
	Totals for litter & extermination	49 acres	12	Per acre	$_____	$_____
4	**Irrigation System Management: Inspection, Maintenance, and Repair**					
	Dominguez Wetland	49 acres				
	Total for irrigation	49 acres	12	Per acre	$_____	$_____

Item	Task	Area	Annual Frequency	Unit	Unit Price	Annual Price (Area x frequency x unit price)
5	**Trash Boom, Weir Gate/Stoplog Maintenance**					
	Dominguez Wetland	1 unit				
	Totals for trash boom & weir gate	2 units	12	Per unit	$_____	$_____
6	**Wetland Vegetation and Landscape Maintenance, Upland and Riparian Landscape Maintenance**					
	Dominguez Wetland	34 acres				
	Totals for Wetland	34 acres	12	Per acre	$_____	$_____
7	**Wildlife Management**					
	Dominguez Wetland	49 acres				
	Totals for wildlife	49 acres	12	Per acre	$_____	$_____
8	**Other Maintenance Activities Including Graffiti, Park Facilities, Erosion, and Water Quality Work**					
	Dominguez Wetland	49 acres				
	Totals for others	49 acres	12	Per unit	$_____	$_____
	Water Quality Sampling		4	3	$_____	$_____
9	**One-Time Container Stock Plant Replacement**					
	Dominguez Wetland		7,910	Per plant	$_____	$_____
	TOTAL PROPOSED ANNUAL PRICE (Includes Items 1 through 9)					$_____

Item	Description	Unit	Price Per Unit
10	**As-Needed Services** **Not included in total bid amount and only to be performed with Public Works' approval.**		
10.a	Tree, Shrub, and Plant Replacements	Hour	$_____
10.b	Removal and disposal of dead and diseased trees.	Each	$_____
10.c	Manual operation of irrigation system in excess of the allotted 1 technician twice weekly.	Hour	$_____
10.d	Irrigation Repair Services	Hour	$_____
10.e	24-hour Emergency Irrigation System Repairs (4-hour minimum for emergency call out)	Hour	$_____
10.f	Flat rate for emergency call back to shut off water/turn off irrigation system.	Each	$_____
	Plant Replacements – not including labor		
10.g	1 Gallon Native	Each	$_____
10.h	1 Gallon Standard	Each	$_____
10.i	5 Gallon Standard	Each	$_____
10.J	Rehydroseeding of grass and wildflower slopes (using mix per original landscaping plans) (500 SF minimum per Callout)	Per Square Foot	$_____

*Public Works will reimburse contractor for additional maintenance materials as described in the Scope of Work - Landscape Maintenance for Dominguez Gap Wetland upon presentation of appropriate receipts.

LEGAL NAME OF PROPOSER		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
PROPOSER'S ADDRESS:		
PHONE	FAX	E-MAIL

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COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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GAIL FARBER, Director

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

IN REPLY PLEASE
REFER TO FILE: AS-0

May 7, 2009

REQUEST FOR PROPOSALS – LANDSCAPE MAINTENANCE SERVICES
DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)
INFORMATIONAL UPDATE 1

Thank you for attending the Proposers' Conference for Landscape Maintenance Services - Dominguez Gap Spreading Grounds on April 28, 2009, and for your interest in the Request for Proposals (RFP). The following clarifications and answers are in response to the request for information submitted by attendees of the Proposers' meeting:

1. *Question: Please provide the name of companies that have provided water testing in the past for the Department of Public Works.*

   Response: Please note below for the contact information of two companies that have previously provided water quality testing for Public Works.

   Douglas Environmental Group
   139 East 2nd Street
   San Dimas, CA 91773
   (909) 374-0006

   Sierra Analytical
   26052 Merit Circle, Suite 105
   Laguna Hills, CA 92653
   (949) 348-9389

2. *Question: What elements of water need to be tested and what is the annual frequency for water quality testing?*

   Response: Please note Exhibit H, Dominguez Gap Wetlands Operations and Maintenance Manual, Section 2.2 Water Quality, pages 2-1 through 2-8. Frequency is also discussed in this section. Also, please note Schedule of Prices, form PW-2.1, item 8, Water Quality Sampling, Annual Frequency.

3. *Question: What is the current maintenance cost for the Dominguez Gap Spreading Grounds?*

   Response: The current maintenance cost to cover Dominguez Gap Spreading Grounds is $13,072 per month, for two full - time employees, Monday - Friday, 8 hrs/day, and 40 hrs/week.

4. *Question: Are the present conditions of landscape areas on the east and west sides acceptable, or will you be requiring the current company to do a clean up before the new contract is started?*

   Response: The existing contractor will continue to perform its current maintenance practices. When and if deficiencies are discovered during the new contract, those deficiencies that are covered within the Scope of Work must be corrected.

5. *Question: Please provide a list of native plants used in landscaped areas in order for us to submit future proposals. The list should show type and size required for replacement.*

   Response: This information is provided in Exhibit I, Planting Plans and Plant Palette. The restoration Plant Palette is the very last page of Exhibit I. The existing and restoration Plant Palettes include: a list of native plants to be used on center spacing, container size, and number of plants required.

6. *Question: If weed control in water areas is needed, what type of chemical is required and/or acceptable to be used?*

   Response: The current Public Works' recommended and approved material for use in below High Water mark as well as in the water is Aquamaster. For use in the areas well away from any water, Round Pro is Public Works' current recommended and approved material.

If you have any questions concerning the above information, please contact Mr. Edwin Manoukian at (626) 458-4057, Monday through Thursday, 7 a.m. to 5 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

GHAYANE ZAKARIAN, Chief
Administrative Services Division

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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: 5-14-2009

Authorized Signature _____
Gus K. Franklin, President

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

20 - GOVERNMENTAL REFERENCES

UNITED PACIFIC SERVICES, INC.

EXHIBIT 1

	GOVERNMENTAL AGENCIES	AMOUNT PER YEAR	TOTAL AMOUNT	TYPE OF WORK	CONTACT PERSON	PHONE NUMBER	START DATE	COMPLETION DATE
1.	CITY OF SANTA CLARITA 25663 AVENUE STANFORD SANTA CLARITA, CA 91365-1103	$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 RANCHO CUCAMONGA 10500 CIVIC CENTER DRIVE RANCHO CUCAMONGA, CA 91730	$600,000 PER YEAR (1 year contract with 4 options to renew)	$3,000,000.00	TRIM TREES IN STREETS AND PARKS PLANT TREES	ANTHONY ALBANO MAINTENANCE COORDINATOR	(909) 477-2730 X4115 (909) 477-2731 FAX aalbano@ci.rancho-cucamonga.ca.us	Feb of 2009	One year options to renew until FEB OF 2014
3.	CITY OF SIMI VALLEY - TREE DEPARTMENT 2929 TAPO CANYON ROAD SIMI VALLEY, CA 93063-2199	340,000 PER YEAR (1 year contract with 5 options to renew)	$2,040,000.00	TRIM TREES IN STREETS AND VARIOUS PARKS	KURT L. DAHLGREN MAINTENANCE SUPERINTENDENT	(805) 583-6418 OFFICE (805) 583-6402 FAX kdahlgre@simivalley.org	Apr of 2008	One year options to renew until April of 2014
4.	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	Race Slayton, SUPERVISOR URBAN FORESTRY	(661) 326-3147 OFFICE (661) 861-0864 FAX email: pdenney@BakersfieldCity.us	Nov of 2006	One year options to renew until NOV OF 2008
5.	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
6.	CITY OF LOS ANGELES - STREET TREE DEPARTMENT 200 NORTH SPRING STREET - RM 356 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
7.	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
8.	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
9.	COUNTY OF RIVERSIDE - TREE DEPARTMENT 4080 LEMON STREET, 7TH FLOOR RIVERSIDE, CA 92502	100,000 PER YEAR 50,000 PER YEAR (3 YEAR CONTRACTS)	$450,000.00	TRIM STREET TREES AT VARIOUS LOCATIONS THROUGHOUT RIVERSIDE COUNTY	MATT SAYRE SUPERVISOR	(909) 955-6829 OFFICE (909) 955-6845 FAX	Jul of 2005	One year options to renew until JUL OF 2011
10.	CITY OF SAN DIEGO - UNIFIED PORT DISTRICT 3165 PACIFIC COAST HIGHWAY SAN DIEGO, CA 92112	$226,000 PER YEAR $226,000 PER YEAR (3 YEAR CONTRACTS)	$1,356,000.00	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 2010
11.	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
12.	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
13.	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	(562) 861-0316 OFFICE (562) 861-3957 FAX	July of 2000	SEP OF 2004
14.	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
15.	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
16.	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
17.	STATE OF CALIFORNIA - 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
18.	COUNTY OF LOS ANGELES 5525 EAST IMPERIAL HIGHWAY SOUTH GATE, CA 90280	640,000 FOR 2008 / 09 (1 year contract with 4 options to renew)	$3,200,000	TRIM TREES AND LANDSCAPE MAINTENANCE ALONG L.A. RIVER FLOOD MAINTENANCE	STEVE LIPKA SITE SUPERVISOR FLOOD MAINTENANCE DIVISION	(562) 861-0316 OFFICE (562) 861-3957	Oct of 2008	One year options to renew until OCT OF 2014
19.	KERN COUNTY HIGH SCHOOL DISTRICT 5801 SUNDALE AVENUE BAKERSFIELD, CA 93309	260,000 PER YEAR (1 year contract with 4 options to renew)	$1,300,000	TRIM TREES AT VARIOUS HIGH SCHOOLS THROUGHOUT KERN COUNTY	JOHN CRONEN SUPERINTENDENT	(661) 827-3122 OFFICE (661) 827-3309 FAX	Mar of 2008	One year options to renew until MAR of 2013
20.	COUNTY OF SAN BERNARDINO - CODE ENFORCEMENT 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	$6,269,319.00	$22,427,319.00					

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 08 99731

NP-25 (REV 1/2007)

Quality Control Plan

WORK PLAN
&
QUALITY ASSURANCE PROGRAM
&
WEEKLY SCHEDULE

FOR

County of Los Angeles

Dominguez Gap Spreading Grounds

(2009-PA003)

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. √ Water Testing / Weed Control in Water Areas	HH.	22
36. √ Trash Booms / Weir Gate and Stoplogs	II.	22, 23
37. √ Wetland Vegetation-Upland and Riparian - Landscape Maintenance	JJ.	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 2008 to 2009 and has hands-on knowledge of maintaining the Gominguez Gap contract.. 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, 2008 (a five-year contract including option years). 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 four 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 slope maintenance, 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 on the project 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, bushes, plants - trimmed:**

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 work location / water ways and/or 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 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 damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for public 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 irrigation lines and check for leaks throughout the yr.
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.

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 or as directed by the county representative.

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:

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, water ways/areas, ponds, and bicycle rest stops.

2. Trash containers at the bicycle rest stops 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 and/or dump receipt 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, water holding areas, ponds, 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 and/or water holding areas 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 Dominguez Gap is on County property and UPS crews will not use private property in order to do routine maintenance work.*

3. If in the event UPS elects to encroach upon other private 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 Dominguez Gap areas of the contract..

2. Manpower allocated to the project is based on the condition of each area. UPS shall provide a "minimum" crew of four (4) employees to perform the project to the satisfaction of the County Representative. This includes allocating sufficient manpower to immediately bring the Dominguez Gap 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 and/or verbal 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.

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
Dominguez Gap Spreading Grounds

(2009-PA003)

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 plant 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. Water Testing / Weed Control in Water Areas

1. Testing of water quality for contamination will be submitted to either Douglas Environmental Group or the Sierra Analytical Company.
2. Lab Reports for water quality to be given to the County Representative as outlined in the RFP Proposal section: 2.2 Water Quality, pages 2-1 through 2-8. Frequency is also discussed in this section under Water Quality Sampling and Annual Frequency.
3. Weeds in the High Water mark as well as in the water will be controlled by Aquamaster.
4. Weeds located well away from the water areas shall be controlled by Round Pro.

II. Trash Booms / Weir Gate and Stoplogs

1. Maintain the trash boom(s) as-needed throughout the term of the contract. This shall be done in September prior to the wet season, monthly during the wet season and once in June.

2. This Frequency may be adjusted to meet the changing conditions as outlined in the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

3. Inspect and maintain and operate the weir gate and inspect and operate the Stoplogs. Visually inspect annually for damage.

4. Operate the weir gates at least every 3 months to prevent them from locking up and annual greasing of operators, as instructed by the manufacture.

5. The goal of the weir gate and stoplogs is to maintain between 6 and 24 inches of water in the emergent zones through the north half of the wetlands as instructed in the *Dominguez Gap Wetlands Operations and Maintenance Manual.*

JJ. Wetland Vegetation-Upland and Riparian - Wetland Landscape Maintenance

1. United Pacific crews shall maintain the Dominguez Gap as outlined On pages A.11, A.12, A.13, A.14, A.15, A.16, A.17, A.18, A.19, A.20, A.21 under Scope of Work - Exhibit A in the Dominguez Gap Spreading Grounds Contract (2009-PA003)

2. All landscape maintenance operations shall be under the guidelines as instructed in the *Dominguez Gap Wetlands Operations and Maintenance Manual*. The landscape maintenance shall also be under the guidelines as outlined in the bid proposal under section titled, Scope of Work - EXHIBIT A.

State Of California

CONTRACTORS STATE LICENSE BOARD

ACTIVE LICENSE

State of California Department of Consumer Affairs

License Number **790590**

Entity CORP

Business Name UNITED PACIFIC SERVICES INC

Classification(s) C27 C61/D49

Expiration Date 01/31/2011

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

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.

State of California Department of Consumer Affairs

James Goldstene
Interim Registrar of Contractors

790590

License Number

AUDIT NO: 239496

13L-24 (REV. 4-91) OSP 99 25889

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

CERTIFIED ARBORIST ISA

Jim Skiera, Executive Director
International Society of Arboriculture

WE-0905A	Jul 29, 1995	Jun 30, 2010
Certification Number	Certified Since	Expiration Date

WESTERN CHAPTER

EST. 1934

INTERNATIONAL SOCIETY OF ARBORICULTURE

Certified Tree Worker

International Society of Arboriculture
Western Chapter

This is to Certify that

Ignacio Gomez

Has completed the requirements for the Certified Tree Worker

Exam Date: 11/15/2008 **Certified Tree Worker Number:** 1904L

Executive Director

President 2008/2009

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

EST. 1934

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

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

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 Mooring

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

WESTERN CHAPTER

INTERNATIONAL SOCIETY OF ARBORICULTURE

EST. 1934

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

Robert L. Tate
Executive Director

Robert D. Jenn
President 2004/2005

Western Chapter ISA
CERTIFIED TREE WORKER

Juan Manuel Campos

Certified Tree Worker #: 1630C

Certification Expires: 12/31/2011

12/31/08

Authorized Signature | Date

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.

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:

gus@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.

October 14, 2008

Gus K. Franklin
United Pacific Services, Inc
1740 North Hills Dr
LA HABRA CA 90631
UNITED STATES

Dear Gus K. 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

MEMBER ISA

151905

PROFESSIONAL MEMBER
Gus K. Franklin
Membership Card Expires: 12/31/2009

Membership Wall Certificate Suitable for Framing

SCA
10/14/2008

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.

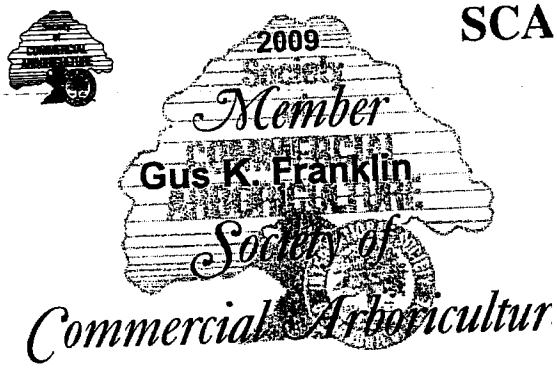
Society of COMMERCIAL ARBORICULTURE

SCA

Professional Affiliation of the International Society of Arboriculture

Membership Wallet Card

SCA



UAA Professional Affiliation of the International Society of Arboriculture

Welcome to the UAA, the premiere organization for individuals and companies who desire to provide professional utility arboricultural services. Through the International Society of Arboriculture, UAA is people serving people, enhancing the quality of utility arboriculture.

Members of UAA and their employers have a commitment to the public to enhance the practice of utility arboriculture.

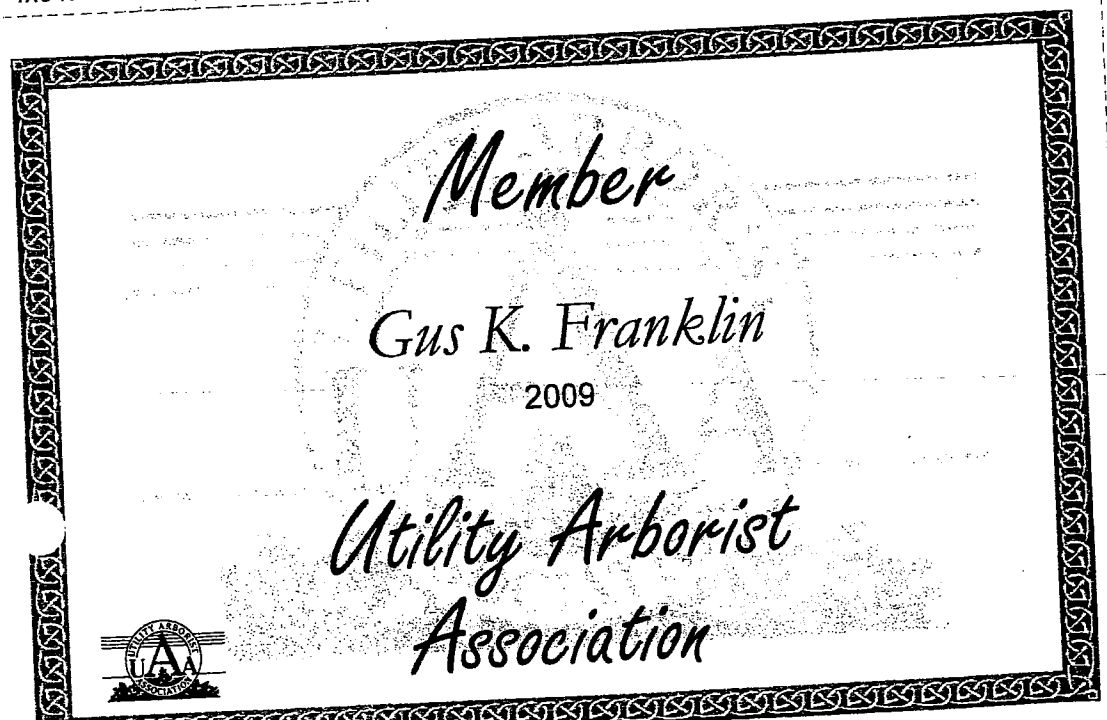
UAA accomplishes its mission through communication and education via the *UAA Quarterly* newsletter, the UAA Annual Meeting, sponsoring regional workshops, UAA annual awards programs and UAA publications and videos. UAA sustains long-range programs and communications to stay abreast of ever-changing technologies in tree and vegetations management on utility rights-of-way.

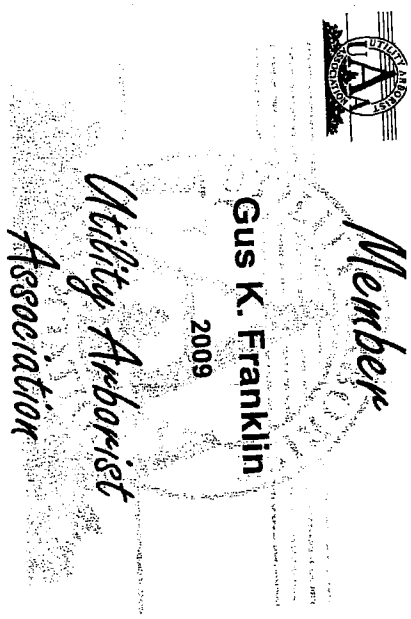
UAA Mission Statment:

Work to ensure the highest practical level of quality in utility arboriculture through leadership, education, research, training, and networking.

http://www.utilityarborist.org/

4x6 membership certificate for framing





Membership wallet card

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

Gus Franklin
United Pacific Services, Inc
1740 E North Hills Dr
La Habra, CA 90631-3243

December 2008

Dear Gus,

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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Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA
Membership Card

Gus Franklin
Chapter Membership #: CH-06144
Membership Expires: 31-Dec-09

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.

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.

February 4, 2009

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

MEMBER ISA

20180

PROFESSIONAL MEMBER
Eric Franklin
Membership Card Expires: 12/31/2009

UAA Professional Affiliation of the International Society of Arboriculture

Welcome to the UAA, the premiere organization for individuals and companies who desire to provide professional utility arboricultural services. Through the International Society of Arboriculture, UAA is people serving people, enhancing the quality of utility arboriculture.

Members of UAA and their employers have a commitment to the public to enhance the practice of utility arboriculture.

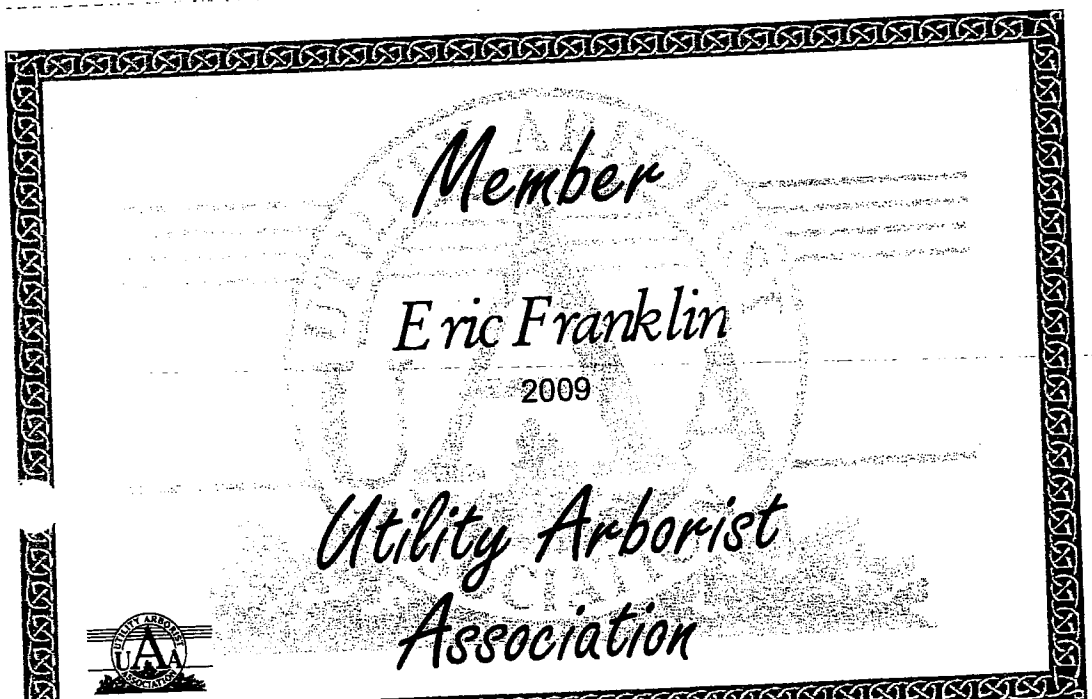
UAA accomplishes its mission through communication and education via the *UAA Quarterly* newsletter, the UAA Annual Meeting, sponsoring regional workshops, UAA annual awards programs and UAA publications and videos. UAA sustains long-range programs and communications to stay abreast of ever-changing technologies in tree and vegetations management on utility rights-of-way.

UAA Mission Statment:

Work to ensure the highest practical level of quality in utility arboriculture through leadership, education, research, training, and networking.

http://www.utilityarborist.org/

4x6 membership certificate for framing



Membership wallet card

WESTERN CHAPTER
NATIONAL 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 90631-2310

March 2009

Dear Eric,

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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: 12/31/2009

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
NATIONAL SOCIETY ARBORICULTURE

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Jack Mooring
United Pacific Services
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

March 2009

Dear Jack,

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

Jack Mooring
Chapter Membership #: CH-02467
Membership Expires: 12/31/2009

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Ignacio Gomez
United Pacific Services, Inc.
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

March 2009

Dear Ignacio,

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

Western Chapter ISA
Membership Card

Ignacio Gomez
Chapter Membership #: CH-09345
Membership Expires: 12/31/2009

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Executive Director:
Rose Epperson, CAE

Estaban Cohetzaltitla
United Pacific Services, Inc.
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

March 2009

Dear Estaban,

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

Estaban Cohetzaltitla
Chapter Membership #: CH-09346
Membership Expires: 12/31/2009

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WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

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Executive Director:
Rose Epperson, CAE

Antonio Gomez Jr.
United Pacific Services
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

March 2009

Dear Antonio,

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Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA
Membership Card

Antonio Gomez Jr.
Chapter Membership #: CH-09201
Membership Expires: 12/31/2009

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NATIONAL SOCIETY ARBORICULTURE

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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

March 2009

Dear Luis,

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Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA
Membership Card

Luis Padilla
Chapter Membership #: CH-07700
Membership Expires: 12/31/2009

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Gonzalo Hernandez
United Pacific Services, Inc.
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

March 2009

Dear Gonzalo,

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Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA
Membership Card

Gonzalo Hernandez
Chapter Membership #: CH-05657
Membership Expires: 12/31/2009

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Executive Director:
Rose Epperson, CAE

Jose Torres
United Pacific Services, Inc.
120 E La Habra Blvd Ste 107
La Habra, CA 90631-2310

March 2009

Dear Jose,

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

Western Chapter ISA
Membership Card

Jose Torres
Chapter Membership #: CH-08389
Membership Expires: 12/31/2009

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

David Shaw
United Pacific Services, Inc.
120 E. La Habra Blvd Ste 107
La Habra, CA 90631

March 2009

Dear David,

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

Western Chapter ISA
Membership Card

David Shaw
Chapter Membership #: CH-10016
Membership Expires: 12/31/2009

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WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Antonio Gomez Sr.
United Pacific Services
120 E. La Habra Blvd Suite 107
La Habra, CA 90631

March 2009

Dear Antonio,

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

Western Chapter ISA
Membership Card

Antonio Gomez Sr.
Chapter Membership #: CH-10012
Membership Expires: 12/31/2009

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Atanacio Hernandez
United Pacific Services
120 E. La Habra Blvd Suite 107
La Habra, CA 90631

March 2009

Dear Atanacio,

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Warmest Regards,

Rose Epperson, Executive Director, WCISA

WESTERN CHAPTER
INTERNATIONAL SOCIETY OF ARBORICULTURE

Western Chapter ISA
Membership Card

Atanacio Hernandez
Chapter Membership #: CH-10015
Membership Expires: 12/31/2009

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INTERNATIONAL SOCIETY OF ARBORICULTURE

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Arizona • California • Hawaii • Nevada

Executive Director:
Rose Epperson, CAE

Leo Ramirez
United Pacific Services, Inc.
120 E. La Habra Blvd. Suite 107
La Habra, CA 90631

March 2009

Dear Leo,

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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.

Whether you are an Urban Forester, Utility Arborist, Commercial Arborist, Consulting Forester, in education, research or extension work or just love trees, our chapter welcomes you.

Now that you are a Western Chapter member you will:

- Receive The Western Arborist magazine.
- Receive discounts on publications, registration to regional and annual meetings and study materials
- Receive a discount on the Certified Tree Worker Test and recertification fee.

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 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

Leo Ramirez
Chapter Membership #: CH-10013
Membership Expires: 12/31/2009

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WESTERN CHAPTER
NATIONAL SOCIETY
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

Wilfredo Guevara
United Pacific Services
120 E. La Habra Blvd Suite 107
La Habra, CA 90631

March 2009

Dear Wilfredo,

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

Wilfredo Guevara
Chapter Membership #: CH-10014
Membership Expires: 12/31/2009

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WESTERN CHAPTER
INTERNATIONAL SOCIETY 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

.ecutive Director:
Rose Epperson, CAE

Evan Whitmarsh
United Pacific Services Inc.
120 E. La Habra Blvd. Suite#107
La Habra, CA 90631

May 2009

Dear Evan,

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

Evan Whitmarsh
Chapter Membership #: CH-10052
Membership Expires: 12/31/2009

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.

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

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

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

Lynn Kindsvatter
Training Administrator

Richard Elliott
Instructor

ACRT INC.

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

Lynn Kindswatter
Training Administrator

Richard Elliott
Instructor

ACRT INC.

County of Los Angeles

No. 9000194

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2009

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 of the California Food and 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: December 23, 2008

Agent: ERIC L FRANKLIN
State Business License No. 04328-00000

Revised PUEa-05 (2-08)

LICENSE NO.

0432800000

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

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE	VALID THROUGH
01/01/2009	12/31/2010

QAL 101277 BC

ERIC L FRANKLIN
120 E LA HABRA BL STE 107
LA HABRA CA 90631-2310

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card. This License does not authorize any person to engage for hire in the Business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire. This License must be shown to any representative of the Director or Commissioner upon request.

License Categories

A. Residential, Industrial, and Institutional
B. Landscape Maintenance
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 Preservation
M. Antifouling-Tributyltin
N. Sewer Line Root Control
Q. Maintenance Gardener

MEMBERSHIPS

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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?***

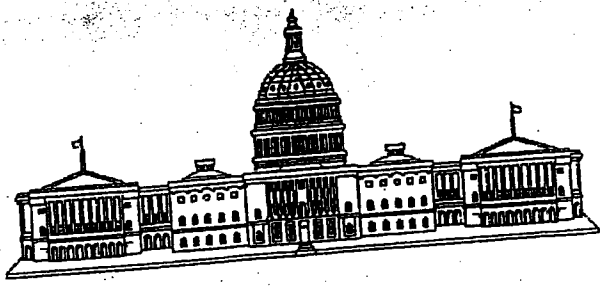
Storm Water Pollution Prevention: Doing Your Part is a four part training program designed to help you understand and apply the requirements for preventing storm water run-off contamination. Part I focuses on Environmental Protection Agency (or EPA) storm water pollution prevention regulations. Part 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.

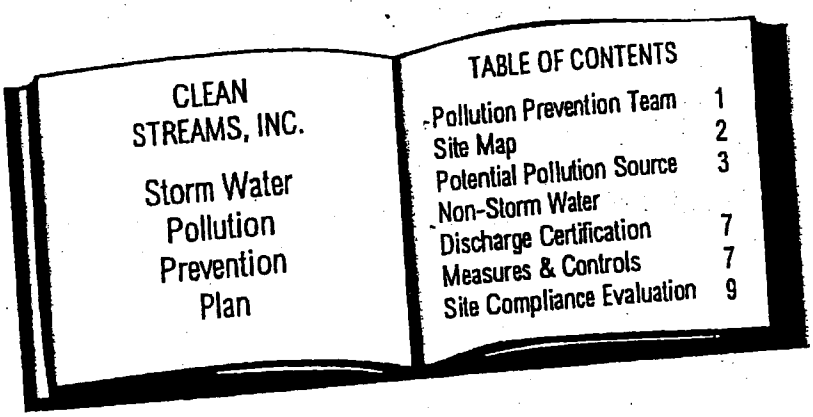
Soil is also a major polluter of surface waters. Sediments that erode off of construction sites can clog up waterways and harm aquatic life. Sometimes, pollutants are illegally dumped directly into storm sewers.

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.



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

[illegible]

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**

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Leo Ramirez

employee of United Pacific Services.

Stormwater Pollution Control Best Management Practices

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Jack Mooring

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Eric Franklin

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Stormwater Pollution Control Best Management Practices

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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

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Johnny Atkins

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on July 15, 2003

Instructor: Stan Klopfenstein

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Certificate of Completion

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Abel Cohetzaltitla

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Certificate of Completion

This is to certify that

Atanacio Hernandez

has satisfactorily completed a course in
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on July 15, 2003

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Certificate of Completion

This is to certify that

Gustavo Pena

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on July 15, 2003

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This is to certify that

Eloy Zuniga Zepeda

has satisfactorily completed a course in

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consisting of 7 hours of instruction

on July 15, 2003

Instructor: Stan Klopfenstein

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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, 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

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Date of Completion

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Date of Completion

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Gus K. Franklin

President of United Pacific Services, Inc.
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Mariano Kramer
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This certificate of recognition is awarded to

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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: 11/11/2009

OCTOBER 14, 2008
DATE

DEVON DICKINSON, PRESIDENT

SAFETY SERVICES COMPANY
P.O. BOX 6408
YUMA, AZ 85366-6408
TEL: (866) 204-4786

MEMBERSHIP NO.: C56284

Safety Training Specialists, Inc.

P.O. Box 396 Glendora, CA 91740
Billingual Occupational Safety and Health
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(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

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*
Luis Hieraldo Padilla	Luis Hieraldo P
Antonio Gomez	Antonio Gomez
Jaime Peres	Jaime Peres
Atanacio Hernández	[illegible]
Jose Luis Gonzalez	Jose Luis Gonzalez
Jose L. Torres	Jose Torres
Wilfredo Guevara	[illegible]
Ignacio Gomez	Ignacio Gomez
Esteban Cometzaltitla	Esteban [illegible]
Gustavo Pena (Peña)	Gustavo
Antonio Gomez [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:	CPR	**Compliance Code:**	3400
Instructor:	Ricardo Garcia	☒ Test ☒ Video	☐ English ☒ Spanish

Comments:

EMPLOYEES ATTENDING

PRINT Name *CLEARLY*	*SIGNATURE*
Luis Hieraldo Padilla	Luis Hieraldo P
Antonio Gomez	Antonio Gomez
Jaime Peres	Jaime Peres
Atanacio Hernández	Atanacio Her
José Luis Gonzalez	José L Gonzalez
Jose L. Torres	Jose Torres
Wilfredo Guevara	[illegible]
Ignacio Gomez	Ignacio Gomez
Esteban Cohetzaltitla	Esteban [illegible]
Gustavo Pena (Peña)	Gustavo
Antonio Gomez JR	[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
Luis Heraldo Padilla	Luis Heraldo P.
Antonio Gomez	Antonio Gomez
Jaime Peales	Jaime Peales
Ananacio Hernandez	[illegible]
Jose Luis Gonzalez	Jose L Gonzalez
Jose J. Torres	Jose Torres
Wilfredo Guevara	[illegible]
Ignacio Gomez	Ignacio Gomez
Esteban Cohetzaltitla	Esteban [illegible]
Gustavo Pena (Peña)	Gustavo [illegible]
Antonio Gomez Jr	[illegible]

Emergency Medical Response

2005 Science & Guidelines

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, and

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.
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Jaime Peres

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Holder's Signature

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Date Completed

06/14/10
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Jose Luis Gonzalez

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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

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

2005 Science & Guidelines

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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Rate this program online at www.ashinstitute.org or call (800) 246-5101.

Emergency Medical Response

2005 Science & Guidelines

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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Authorized Instructor (Print Name)

Holder's Signature

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Rate this program online at www.ashinstitute.org or call (800) 246-5101.

Emergency Medical Response

2005 Science & Guidelines

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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American Safety & Health Institute
an association of professional safety and health educators

ASHI APPROVED CERTIFICATION CARD

Safety Training Specialists, Inc.
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Rate this program online at www.ashinstitute.org or call (800) 246-5101.

Emergency Medical Response

2005 Science & Guidelines

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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American Safety & Health Institute
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ASHI APPROVED CERTIFICATION CARD

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Emergency Medical Response

Emergency Medical Response

For Adults in the Workplace

2005 Science & Guidelines

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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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

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800-794-7233

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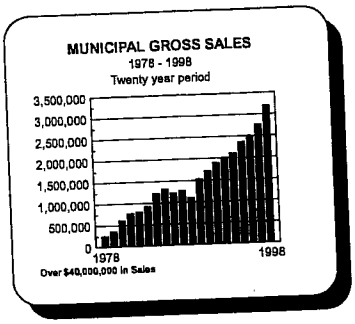
Rate this program online at www.ashinstitute.org or call (800) 246-5101.

Governmental Contracts Completed

by

Gus K. Franklin

To whom it may concern,

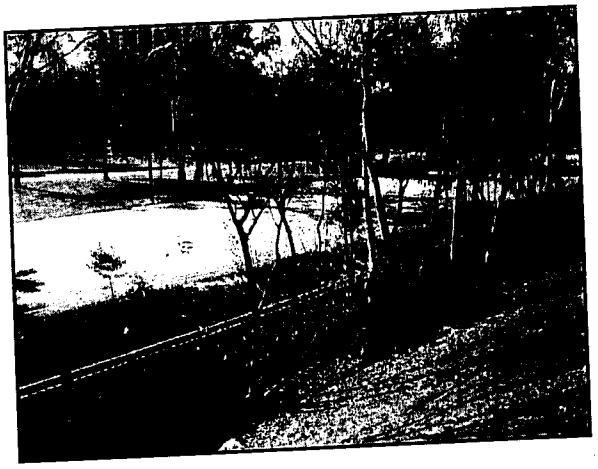


During the past 25 years I have successfully completed over $40,000,000 in Landscape and Tree maintenance contracts for seventy (70) *Governmental agencies* in Southern California. This included the trimming of over 600,000 trees, removing over 10,000 trees, the planting of thousands of trees and the 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 twenty municipalities including the State of California Department of Transportation - Caltrans for all San Diego County. Currently we have been awarded four (4) 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, two contracts for the County of Riverside for three years and a five year contract with the City of Highland.

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 2007
Tree Trimming - South Area

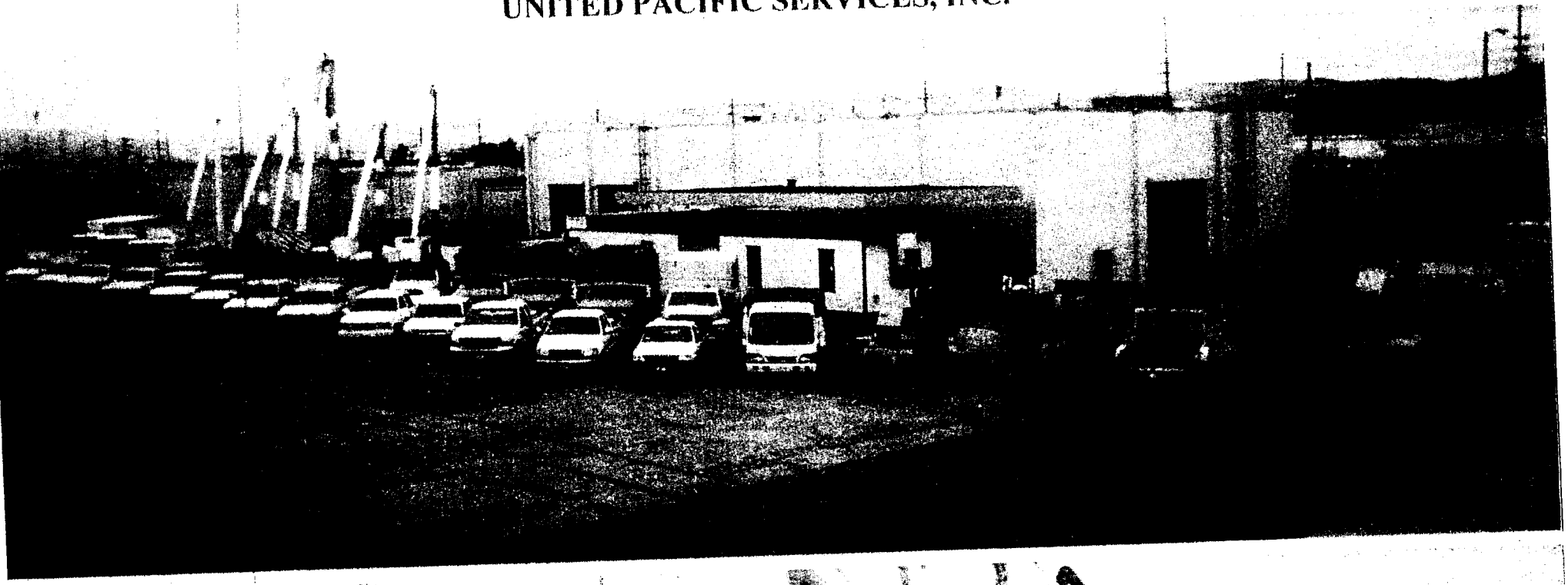


UNITED PACIFIC SERVICES, INC.

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.

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, *City of Long Beach* (562) 570-4886	☐	☐	☐	☐	☑
Saeed Samie, *State of California* (805) 857-7072	☐	☐	☐	☐	☑
Gary Striker, *City of Los Angeles* (310) 732-3890	☐	☐	☐	☐	☒
Larry Williams, *City of Highland* (909) 864-8732	☐	☐	☐	☐	☑
John Osollo, *City of Los Angeles* (310) 732-3946	☐	☐	☐	☐	☑
Dave Brackin, *County of San Bernardino* (909) 387-4043	☐	☐	☐	☐	☑

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 Superintendent*
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

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

CITY OF SIMI VALLEY

Home of The Ronald Reagan Presidential Library

August 4, 2008

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

SUBJECT: LETTER OF RECOMMENDATION FOR STREET TREE RELATED CONTRACTUAL SERVICES

Dear Mr. Franklin:

We are pleased to recommend United Pacific Services, Inc., for street tree related contract services.

United Pacific Services has performed extensive tree trimming, tree removal, tree planting, young tree watering and emergency work for the City of Simi Valley. We have awarded United Pacific Services several City contracts, which have spanned several fiscal years. In FY 2007-08, United Pacific Services was awarded a multi-year contract, approximately $350,000, with the option to extend the contract. They have the resources, the management ability, the dedication and desire to complete work on time and meet very firm contract specifications. The exceptional management, coordination, and overall professionalism this company and staff consistently provide are a tremendous benefit to the City and community. They operate modern, clean equipment; provide prompt service and the ability to handle any tree-related work assignments, or customer service issues that arise.

We are very pleased with United Pacific Services performance and courteous working relationship. We look forward to working with United Pacific Services for several years and continuing a strong working relationship in the future.

If you have any questions, please feel free to contact me at (805) 583-6418, or e-mail at kdahlgre@simivalley.org.

Sincerely,

Kurt L. Dahlgren
Maintenance Superintendent

kld7-30-08unitedpacificservicesrecommendationletter

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

April 24, 2009

Mr. Gus Franklin
United Pacific Services
120 E. La Habra Boulevard, Suite 107
La Habra, CA, 90631-2310

Dear Mr. Franklin:

Subject: City of Santa Clarita Event Sponsorship

On behalf of the City of Santa Clarita, our staff, and volunteers, I would like to take this opportunity to thank you for your support of the 2009 Earth Day Festival and 20th Annual Arbor Day Celebration. Your support is very much appreciated and greatly contributed to the overall success of our event. The City's invaluable partnerships with companies like United Pacific Services allow us to continue to produce great events in our community.

If you have any questions about sponsoring additional events, please feel free to contact Russell Sypowicz in our Economic Development Division at (661) 286-4079.

For your records, your donation is tax deductible. Please note the City's Federal Identification number as 95-4133918. Thank you again for your contribution. We look forward to working with you in the future regarding upcoming events.

Sincerely,

Ken Pulskamp
City Manager

KP:RS:ms
S:\ECONDEV\EVENTS\Earth Day\SponsorThankYou_EarthDay

cc: Ken Striplin, Assistant City Manager
Russell Sypowicz, Administrative Analyst, Sponsorship

City of HIGHLAND Inc. 1987

January 9, 2004

27215 Base Line
Highland, CA 92346
(909) 864-6861
(909) 862-3180 FAX
www.ci.highland.ca.us

City Council

Mayor
Brad Sundquist

Mayor Pro-Team
Ray Rucker, Jr.

eve Graves
rry McCallon
ohn Timmer

City Manager
Sam J. Racadio

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

CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

2760 Studebaker Rd. Long Beach Ca. 90815 (562) 570-3100 Fax (562) 570-3109

MAINTENANCE OPERATIONS

January 12, 2004

Matt Earle
Contract Administrator
City of San Diego
P.O. Box 120488
San Diego California 92112-0488

Dear Mr. Earl
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.

If you have any further questions feel free to call me at 562-570-1592.

Sincerely,

Oscar De Leon
Contract Monitor
Queensway Bay

Construction & Maintenance Division

[illegible]

[illegible] Fire 'A' Street

Post Office Box 798

Wilmington, CA 90748-0798

Tel 310 732-3550

Fax 310 [illegible]

www.portofloangeles.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] Vice President

James E. Acevedo

Camille T. Kood

Thomas H. Warren

Larry A. Keller
Executive Director

[illegible] Actual
[illegible] Opportunity Employer

Recycled and Recyclable

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	1998
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	1996
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	1995
20.)	City of Santa Fe Springs	Luis F. Collazo - Planning and Development	1994
21.)	Union Bank	Kelly J. Cooke - Assistant Vice President	1994
22.)	Amwest Surety / Bonding	Pat Dolan - Branch Manager	1993
23.)	City of Santa Fe Springs	Ronald S. Kernes - Mayor	1991
24.)	Congress of the United States	Estaban E. Torres - Member of Congress	1990
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	1985
28.)	City of West Hollywood	John Heilman - Mayor	1985
29.)	S.O.S. Coral Tree Society	James A. Thomas - President	1984
30.)	Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
31.)	Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1983
32.)	Veterans Administration	Juanita D. Walker - Director	1983
33.)	United States District Court	Terry J. Hatter Jr. - Federal Judge	1982
34.)	City of Newport Beach	Jack Brooks - Park Superintendent	1981
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	1980
45.)	City of San Fernando	Fred L. Morgan - Director	1980
46.)	City of Lynwood	Don V. Snavely - Director of Parks	1978
47.)	City of Lynwood	Don V. Snavely - Director of Parks	1978
48.)	City of Santa Ana	Robert E. Gresham - Director	1977
49.)	City of Los Angeles	Joseph L. Louthan - Supertendent	1977
50.)	City of La Habra	Manuel F. Torres - Tree Maintenance Foreman	

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*

UPS

UNITED PACIFIC SERVICES, INC.
120 E. La Habra Blvd., Suite 107
La Habra, CA 90631
(562) 691-4600 ext. 225 office (562) 691-8839 fax

Ms. Kim Soo and Mr. Edwin Manoukian
Contract Analysts -Administrative Services Division
Los Angeles County of Department of Public Works
900 S. Fremont Ave., Alhambra, CA 91803

RE: REQUEST FOR CLARIFICATION for Proposal (RFP) for Landscape Maintenance Services - Dominguez Gap Spreading Grounds (2009-PA003) contract.

RE LETTER RECEIVED FROM: County of Los Angeles Department of Public Works dated on June 1, 2009.

Dear Mr. Manoukian and Ms. Soo,

In our bid submittal on the Dominguez Gap Spreading Grounds contract in tab 4, page 2, we listed Mr. Leo Ramirez as the Overseeing Supervisor. We also listed the experience of Mr. Ramirez. Mr. Ramirez has been the Overseeing Supervisor for our current contract with the County of Los Angeles for the Landscape Maintenance of the "South Area" since 2002. This same contract has been awarded to us three times during the past seven (7) years. In addition, Mr. Ramirez is currently the Overseeing Supervisor for the Dominguez Gap contract.

We have many employees who have a wealth of knowledge and experience in the landscape maintenance industry and have worked for many years on various landscape maintenance contracts for the County of Los Angeles. Therefore, upon reviewing many of our candidates for the position of "on-site supervising employee" for the Dominguez Gap contract we selected Mr. Enrique Gutierrez.

ON-SITE SUPERVISING EMPLOYEE 'REFERENCES' for Enrique Gutierrez

1.) County of Los Angeles - Annual Landscape Maintenance Contract for the Rio Hondo and San Gabriel Coastal Spreading Grounds contract No. 001380 (from 2003 to 2005).

Mr. Gutierrez was an on-site employee supervisor for the above contract for three (3) years. This contract was awarded to United Pacific in 2005 for one year and also had options to renew for an additional two (2) years. The County of Los Angeles renewed each of the option years.

2.) County of Los Angeles - Annual Landscape Maintenance Contract for the Sewer Maintenance District - Malibu Area (from 2004 to 2008)

Mr. Gutierrez was an on-site employee supervisor for the above contract for five (5) years. This contract was awarded to United Pacific in 2005 for one year and also had options to renew for an additional four (4) years. The County of Los Angeles renewed each of the option years.

3.) County of Los Angeles - Annual Landscape Maintenance Contract for the Los Angeles River, Compton Creek and Centinela Creek (from 2002 to 2005).

Mr. Gutierrez was an on-site employee supervisor for the above contract three (3) years. This contract was awarded to United Pacific in 2002 for one year and also had options to renew for an additional two (2) years. The County of Los Angeles renewed each of the option years.

Sincerely,

Gus K. Franklin, President

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

Ms. Soo Kim
Contract Analysts
Administrative Services Division
Los Angeles County Department of Public Works
900 S. Fremont Ave., Alhambra, CA 91803

October 14, 2009

RE: DOMINGUEZ GAP SPREADING GROUNDS CONTRACT (2009-PA003) - COST REDUCTION OF 10% AND EMPLOYEE SCHEDULING (STAFFING PLAN) / COST METHODOLOGY FOR CONTRACT

Dear Ms. Kim,

Please review the enclosed revised Staffing Plan and Cost Methodology Report for the Dominguez Gap Spreading Grounds Contract (2009-PA003). My revised Staffing Plan shows four employees working a total of 8,320 hours per year or 2080 per each employee. This comes out to an average of 40 hours per week. Three of my employees will be working full time at forty hours per week and we will supply the county with additional manpower on an as-needed basis that will total an additional 2080 man-hours per year. In addition I have included a Supervisor at 10 hours per week or 520 man hours per year and a Herbicide Applicator at 4 hours per week or 208 man hours per year. The aforementioned crew will be supplemented with an additional 300 to approximately 900+ man-hours per year based on the condition of the Spreading Grounds on an as-needed basis throughout the year in order to meet contract specifications. Based on the amount of seasonal rain I anticipate bringing in a six man crew to supplement our full time three man crew in the months of May and June in preparation for the summer months. A six man crew working 40 hours per week for a period of approx. 8.7 weeks comes out to 2,088 man hours. This is my best estimate; however, the size of this crew will be determined by the amount of rainfall we received during the year and the condition of the Dominguez Gap.

All United Pacific employees scheduled to work on the Dominguez Gap Spreading Grounds contract shall be full time employees and will be paid a minimum of 11.84 per hour under the living wage provisions of the contract.

In addition to the above we are offering the county a 10% discount on our submitted bid. Our 10% discount applies to the "REVISED SCHEDULE OF PRICES" items 1 to 9 and items 10 to 10.f. Our original bid of $282,915 has been reduced to reflect the 10% discount to $254,623.50 per year. If you have any questions or need additional information please call my office at (562) 691-4600 ext. 225 or call my cell phone at (562) 254-0749.

Very Truly Yours,

Gus K. Franklin
President

REVISED SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICES – DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposers rate(s) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and 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	Area	Annual Frequency	Unit	Unit Price	Annual Price (Area x frequency x unit price)
1	**Tree and Shrubbery Trimming and Care**					
	Dominguez Wetland	49 acres				
	Totals for trimming	49 acres	12	Per acre	$ 19.80	$ 11,642.40
2	**Weed Control**					
	Dominguez Wetland	49 acres				
	Totals for weeds	49 acres	12	Per acre	$ 202.50	$ 119,070.00
3	**Litter Control, Rodent/Insect Control**					
	Dominguez Wetland	49 acres				
	Totals for litter & extermination	49 acres	12	Per acre	$ 18.00	$ 10,584.00
4	**Irrigation System Management: Inspection, Maintenance, and Repair**					
	Dominguez Wetland	49 acres				
	Total for irrigation	49 acres	12	Per acre	$ 18.90	$ 11,113.20

Item	Task	Area	Annual Frequency	Unit	Unit Price	Annual Price (Area x frequency x unit price)
5	**Trash Boom, Weir Gate/Stoplog Maintenance**					
	Dominguez Wetland	1 unit				
	Totals for trash boom & weir gate	2 units	12	Per unit	$412.20	$ 9,892.80
6	**Wetland Vegetation and Landscape Maintenance, Upland and Riparian Landscape Maintenance**					
	Dominguez Wetland	34 acres				
	Totals for Wetland	34 acres	12	Per acre	$ 72.00	$ 29,376.00
7	**Wildlife Management**					
	Dominguez Wetland	49 acres				
	Totals for wildlife	49 acres	12	Per acre	$ 18.00	$ 10,584.00
8	**Other Maintenance Activities Including Graffiti, Park Facilities, Erosion, and Water Quality Work**					
	Dominguez Wetland	49 acres				
	Totals for others	49 acres	12	Per unit	$16.20	$ 9,525.60
	Water Quality Sampling		4	3	$900.00	$ 10,800.00
9	**One-Time Container Stock Plant Replacement**					
	Dominguez Wetland		7,910	Per plant	$ 4.05	$32,035.50
	TOTAL PROPOSED ANNUAL PRICE (Includes Items 1 through 9)					$ 254,623.50

Item	Description	Unit	Price Per Unit
10	**As-Needed Services** **Not included in total bid amount and only to be performed with Public Works' approval.**		
10.a	Tree, Shrub, and Plant Replacements	Hour	$ 31.50
10.b	Removal and disposal of dead and diseased trees.	Each	$ 45.00
10.c	Manual operation of irrigation system in excess of the allotted 1 technician twice weekly.	Hour	$ 31.50
10.d	Irrigation Repair Services	Hour	$ 40.50
10.e	24-hour Emergency Irrigation System Repairs (4-hour minimum for emergency call out)	Hour	$ 49.50
10.f	Flat rate for emergency call back to shut off water/turn off irrigation system.	Each	$ 31.50
	Plant Replacements – not including labor		
10.g	1 Gallon Native	Each	$ 4.50
10.h	1 Gallon Standard	Each	$ 3.00
10.i	5 Gallon Standard	Each	$ 15.00
10.J	Rehydroseeding of grass and wildflower slopes (using mix per original landscaping plans) (500 SF minimum per Callout)	Per Square Foot	$ 0.33

*Public Works will reimburse contractor for additional maintenance materials as described in the Scope of Work - Landscape Maintenance for Dominguez Gap Wetland upon presentation of appropriate receipts.

LEGAL NAME OF PROPOSER United Pacific Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Gus K. Fraklin, President		
TITLE OF AUTHORIZED PERSON President		
DATE October 12, 2009	STATE CONTRACTOR'S LICENSE NUMBER 790590	LICENSE TYPE C27 C61-D49
PROPOSER'S ADDRESS: United Pacific Services 5529 Leeds Street South Gate, Ca 90280-7421		
PHONE 562-691-4600 x225	FAX 562-691-8839	E-MAIL gus@unitedpac.com

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FORM LW-8

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: LANDSCAPE MAINTENANCE SERVICES-DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)

PROPOSER: United Pacific Services, Inc.

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY SUN	MON	TUE	WED	THU	FRI	SAT	HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
Landscape Foreman		8	8	8	8	8		40	2080	14.00	$ 29,120.00
Landscape Laborer		8	8	8	8	8		40	2080	11.84	$ 24,627.00
Landscape Laborer		8	8	8	8	8		40	2080	11.84	$ 24,627.00
Landscape Laborer	As-Needed Throughout the year							Unknown	2080	11.84	$ 24,627.00
Supervisor		2	2	2	2	2		10	520	20.00	$ 10,400.00
Herbicide Applicator		0	0	4	0	0		4	208	15.00	$ 3,120.00
											$
											$
											$
											$

Comments/Notes:

The above employee Staffing Plan will be supplemented with up to an additional 300 to approx. 900+ manhours per year on an as-needed basis based on the condition of the Dominguez Gap Spreading Grounds Contract. Inclement weather conditions will also determine additional manpower allocations in order to meet contract specifications.

Total Annual Salaries	$ 116,521.00
(1) Vacations, Sick Leave, Holiday	$ 11,652.00
(2) Health Insurance **	$ 0.00
(3) Payroll Taxes & Workers' Compensation	$ 29,130.00
(4) Welfare and Pension	$ 0.00
Total Annual Employee Benefits (1+2+3+4)	$ 40,782.00
(5) Equipment Costs	$ 30,794.00
(6) Service and Supply Costs	$ 34,698.00
(7) General and Administrative Costs	$ 15,277.00
(8) Profit	$ 16,551.50
Total Annual Other Costs (5+6+7+8)	$ 97,320.50
TOTAL ANNUAL PRICE	$ 254,623.50

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

** Living wage rate shall be at least $11.84 per hour.

*** 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

October 14, 2009
Date

ENCLOSURE B

Bid Detail Information

Bid Number : PW-ASD 751
Bid Title : LANDSCAPE MAINTENANCE SERVICES - DOMINGUEZ GAP SPREADING GROUNDS (2009-PA003)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 4/14/2009
Closing Date : 4/28/2009 10:00 AM
Bid Amount : $ 192,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance Services - Dominguez Gap Spreading Grounds (2009-PA003). The total annual contract amount of this service is estimated to be $192,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Edwin Manoukian at (626) 458 4057 or emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer or their managing employee must have at least three years' 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 must hold a valid and active California-issued landscaping license, Contractor Classification C-27 at the time of proposal submission. Please note that the use of subcontractors is prohibited for this service, except for extraordinary tree services and environmental consulting.

A Proposers' Conference will be held on Tuesday, April 28, 2009, at 10:00 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. A walk-through will be conducted immediately after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK-THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference and walk through, it may be impossible to respond to further requests for information.

Contact Name : Edwin Manukian
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Back to Last Window