



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

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

February 18, 2014

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 February 18, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICE FOR
SEWER MAINTENANCE DIVISION – MALIBU AREA
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to award a contract for landscape and grounds maintenance services for the following three wastewater treatment plants located in the Malibu area: Malibu Mesa Treatment Plant, Malibu Treatment Plant, and Trancas Treatment Plant.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Landscape Maintenance Service for Sewer Maintenance Division – Malibu Area in the annual sum of \$86,440, and a maximum potential contract sum of \$432,200, to United Pacific Services, Inc., and direct the Chairman to execute the contract. This contract will be for a period of one year commencing on April 1, 2014, with four 1-year renewal options for a maximum potential contract term of five years.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the

scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option period if, in the opinion of the Director of Public Works or her designee, 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 or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide landscape and grounds maintenance services for the following three wastewater treatment plants located in the Malibu area: Malibu Mesa Treatment Plant, Malibu Treatment Plant, and Trancas Treatment Plant. The Department of Public Works has contracted for this service since 1998.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (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 annual contract sum is \$86,440 plus 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 requirements for the service at the unit prices quoted by the contractor.

Funding for this service is included in the Fiscal Year 2013-14 Sewer Maintenance Districts' Fund Budget. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is United Pacific Services, Inc., located in La Habra, California. This contract will commence on April 1, 2014, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options.

The contract will be substantially similar to the form previously approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with United Pacific Services, Inc., 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 requirements of the Chief Executive Office and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will

be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the 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 Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; 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.

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 October 23, 2013, 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.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

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

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301(h) of CEQA.

CONTRACTING PROCESS

On October 23, 2013, Public Works solicited proposals from 315 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On November 20, 2013, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for not meeting one of the mandatory minimum requirements. The remaining proposal met these requirements and was 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 resources, references, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest-cost proposer, United Pacific Services, Inc. Public Works believes the contractor's price to be reasonable for the work requested.

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 this service is presently contracted with the private sector.

CONCLUSION

Enclosed are three copies of the contract. Upon approval, 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.

The Honorable Board of Supervisors

2/18/2014

Page 5

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

UNITED PACIFIC SERVICES, INC.

FOR

**LANDSCAPE MAINTENANCE SERVICE FOR SEWER
MAINTENANCE DIVISION - MALIBU AREA**

TABLE OF CONTENTS

LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION - MALIBU AREA

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

	BB.	Notice to Employees Regarding the Federal Earned Income Credit...	B.14
	CC.	Notices.....	B.14
	DD.	Publicity.....	B.14
	EE.	Public Records Act.....	B.15
	FF.	Record Retention and Inspection/Audit Settlement.....	B.15
	GG.	Recycled-Content Paper Products.....	B.17
	HH.	Contractor's Employee Criminal Background Investigation.....	B.17
	II.	Subcontracting.....	B.17
	JJ.	Validity.....	B.18
	KK.	Waiver.....	B.19
	LL.	Warranty Against Contingent Fees.....	B.19
Section 3		Terminations/Suspensions	
	A.	Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	B.20
	B.	Termination/Suspension for Convenience	B.20
	C.	Termination/Suspension for Default	B.21
	D.	Termination for Improper Consideration	B.22
	E.	Termination/Suspension for Insolvency	B.22
	F.	Termination for Nonadherence of County Lobbyists Ordinance	B.23
	G.	Termination/Suspension for Nonappropriation of Funds	B.23
Section 4		General Conditions of Contract Work	
	A.	Authority of Public Works and Inspection	B.24
	B.	Cooperation	B.24
	C.	Cooperation and Collateral Work	B.24
	D.	Equipment, Labor, Supervision, and Materials	B.24
	E.	Gratuitous Work	B.24
	F.	Jobsite Safety	B.24
	G.	Labor	B.25
	H.	Labor Law Compliance	B.25
	I.	Overtime	B.25
	J.	Permits/Licenses	B.25
	K.	Prohibition Against Use of Child Labor	B.25
	L.	Public Convenience	B.26
	M.	Public Safety	B.26
	N.	Quality of Work	B.26
	O.	Quantities of Work	B.26
	P.	Safety Requirements	B.26
	Q.	Storage of Materials and Equipment	B.27
	R.	Transportation	B.27
	S.	Work Area Controls	B.27
	T.	County Contract Database/CARD.....	B.27
Section 5		Indemnification and Insurance Requirements	
	A.	Independent Contractor Status	B.28
	B.	Indemnification	B.28
	C.	Workplace Safety Indemnification	B.28
	D.	General Insurance Requirements	B.29

	E.	Compensation for County Costs	B.33
	F.	Insurance Coverage Requirements	B.33
Section 6		Contractor Responsibility and Debarment	
	A.	Responsible Contractor	B.34
	B.	Chapter 2.202 of the County Code.....	B.34
	C.	Nonresponsible Contractor	B.34
	D.	Contractor Hearing Board	B.34
	E.	Subcontractors of Contractor	B.35
Section 7		Compliance with County's Jury Service Program	
	A.	Jury Service Program	B.36
	B.	Written Employee Jury Service Policy	B.36
Section 8		Safely Surrendered Baby Law Program	
	A.	Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	B.38
	B.	Notice to Employees Regarding the Safely Surrendered Baby Law..	B.38
Section 9		Compliance with County's Living Wage Program	
	A.	Living Wage Program.....	B.39
	B.	Payment of Living Wage Rates.....	B.39
	C.	Contractor's Submittal of Certified Monitoring Reports.....	B.40
	D.	Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.....	B.41
	E.	County Auditing of Contractor Records.....	B.41
	F.	Notifications to Employees.....	B.41
	G.	Enforcement and Remedies.....	B.42
	H.	Use of Full-Time Employees.....	B.43
	I.	Contractor Retaliation Prohibited.....	B.44
	J.	Contractor Standards.....	B.44
	K.	Neutrality in Labor Relations.....	B.44
Section 10		Transitional Job Opportunities Preference Program.....	B.45
Section 11		Local Small Business Enterprise (SBE) Preference Program.....	B.46
Section 12		Compliance with County's Defaulted Property Tax Reduction Program.....	B.47
Section 13		Prevailing Wage.....	B.48

- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Performance Requirements Summary**
- EXHIBIT G Service Area Maps**
- EXHIBIT H Tree Trimming Specifications**
- EXHIBIT I Tree Removal Specifications**
- EXHIBIT J Stump and Root Removal Specifications**

AGREEMENT FOR

BOARD EXECUTE

LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION
MALIBU AREA

THIS AGREEMENT, made and entered into this 18th day of February, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and UNITED PACIFIC SERVICES, INC., a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 20, 2013, hereby agrees to provide services as described in this Contract for Landscape Maintenance Service for Sewer Maintenance Division – Malibu Area.

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, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Service Area Maps; Exhibit H, Tree Trimming Specifications; Exhibit I, Tree Removal Specifications; Exhibit J, Stump and Root Removal Specifications; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$86,440 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on April 1, 2014. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods for a maximum total Contract term of five years. Each such renewal option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed 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.

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

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

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

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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

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

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

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman 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 *Alan Kruse*
Chairman, Board of Supervisors

ATTEST:

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

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

By *[Signature]*
Deputy

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

By *[Signature]*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

UNITED PACIFIC SERVICES, INC.

By *[Signature]*
Its President

GUS K. FRANKLIN
Type or Print Name

By *[Signature]*
Its Secretary, Assit./Vice President

Eric L. Franklin
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS

26 FEB 18 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

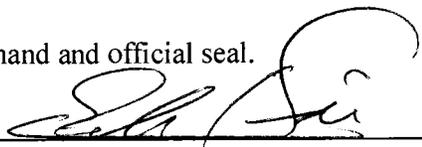
County of Orange

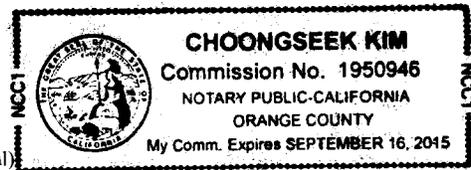
On Jan 14, 2014 before me, Choongseek Kim, Notary Public
(Here insert name and title of the officer)

personally appeared Gus K. Franklin and Eric L. Franklin

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.

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 of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement - Landscape Services
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION –

MALIBU AREA

A. Public Works' Project Manager

Public Works' Project Manager will be Jeffrey Bouse of Sewer Maintenance Division, who may be contacted at (626) 300-3373, Monday through Thursday, 7:00 a.m. to 5:00 p.m. The Project Manager is Public Works' only employee authorized to request work of the Contractor. From time to time, Public Works may change Project Manager. The Contractor shall be notified in writing when there is a change in Project Manager. The Project Manager may be assisted by an assigned Public Works Representative (PWR) in the field. For the purposes of this Contract, Project Manager shall be interchangeable with Contract Manager.

B. Work Location

The facilities to be maintained under the provisions of this Contract are:

- Malibu Mesa Treatment Plant, 3863 Malibu Country Road, Malibu, CA 90265
- Malibu Treatment Plant, 3620 Vista Pacifica Street, Malibu, CA 90265
- Trancas Treatment Plant, 6338 Paseo Canyon Drive, Malibu, CA 90265

Work locations detailed in Exhibits G-1, G-2, and G-3 (Service Area Maps).

Work locations and/or hours may be added, changed, or deleted during the Contract period by the Project Manager with reasonable notice. Any such changes will be preceded by a conference between the Contractor and the Project Manager.

C. Hours and Days of Service

Services outside the fenced grounds at each work location may be provided Monday through Friday, 7 a.m. to 5 p.m., except legal holidays. Unless otherwise approved by the Project Manager, the Contractor shall only provide services inside the fenced grounds when Public Works personnel are present. The treatment plants are normally operated as follows:

- Malibu Mesa Treatment Plant - Monday-Friday, 7 a.m. to 5 p.m.
- Malibu Treatment Plant - Thursday 7 a.m. to 5 p.m.

- Trancas Treatment Plant - Thursday 7 a.m. to 5 p.m

A schedule of service days and times for each facility shall be coordinated and approved by the Project Manager prior to commencement of work.

D. Work Description

The Contractor's work shall include all services specified on Exhibits G-1, G-2, and G-3, including but not limited to the following:

1. Grass, Ground Cover, and Shrubs (Item A, under legend of Exhibits)
 - a. Mow/trim and edge grass areas in a professional manner to assure a smooth surface appearance. Cuttings shall be collected and disposed of at Contractor's expense unless a mulching mower is used.
 - b. Prune or trim ground cover neatly away from shrubs, trees, walks, walls, headers, fences, structures, equipment, etc.
 - c. Trim and thin groundcover, vine, or vegetation growth on fences to control overgrowth.
 - d. Replace dead and missing ground cover plants to maintain full and even planting beds.
 - e. Regularly cultivate the open soil between plants where planting permits. Intruding weeds shall be removed by hand or controlled by chemical means.
 - f. Prune shrubs to maintain a natural shape and proper size as a continuous operation so plants shall not develop stray or undesirable growth. Large manicured hedges on Exhibit G-1, Item A under legend, shall be maintained in a smooth manicured fashion.
 - g. Trim trees and shrubs as necessary to maintain clearance from fences, structures, and equipment.
 - h. Remove dead-fall, debris, leaves, branches, cuttings/trimmings, trash, papers, bottles, etc.
 - i. Remove vegetation from paved areas, concrete drainage swales/channels, and concrete, rock, or dirt pathways.
 - j. Apply pesticides as needed to maintain healthy plants as subjected to the provisions of Section F, Use of Chemicals.

2. General Site Vegetation Control (Item B, under legend of Exhibits)
 - a. Maintain ground cover less than one foot high at all times.
 - b. Prune or trim shrubs and trees as needed to remove dead and undesirable growth and to maintain clearance from fences, structures, and equipment.
 - c. Trim and thin groundcover, vine, or vegetation growth on fences to control overgrowth.
 - d. Remove dead-fall, debris, leaves, branches, cuttings/trimmings, trash, papers, bottles, etc.
 - e. Remove vegetation from paved areas, concrete drainage swales/channels, and concrete, rock, or dirt pathways.
 - f. Apply pesticides as needed to maintain healthy plants.
3. Trees (Clearance Trimming)
 - a. Trim all trees located in the Service Area Maps to provide clearance from fences and structures, and to allow unobstructed vehicle and pedestrian traffic. Trees shall be trimmed to not obstruct view of signs, vehicles, pedestrians, etc. Please see Exhibit H as it relates to clearance trimming only.
 - b. Some trees and shrubs are located to provide screening of wastewater facilities from neighboring properties. The Contractor shall consult with the Project Manager before the start of work on this contract to verify trees and shrubs where care must be taken to maintain screening.
 - c. The Contractor shall use an International Society of Arboriculture (ISA) Certified Arborist to directly oversee any Clearance Trimming and ISA Certified Tree Workers to perform any Clearance Trimming. The Contractor is subject to the provisions of Section M.2, of this Exhibit.
4. Irrigation System (Malibu Mesa Wastewater Treatment Plant and Trancas Wastewater Treatment Plant only)
 - a. Inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, plugged filters, or any other condition that hampers the correct operation of the system. The Contractor, shall cycle each irrigation controller(s) through each

station manually where applicable, on a scheduled basis and to check for proper operation of all facets of the system.

- b. Contractor shall, where applicable, adjust and clean sprinkler heads, bubblers, filters, risers, piping, and automatic or manual sprinkler control valves to maintain the system in an efficient operating condition. Sprinkler heads shall be adjusted to provide even water coverage to planted areas.
- c. At no additional cost, the Contractor shall replace pipe, fittings, valves, risers, sprinkler heads, bubblers, and other irrigation components damaged by the Contractor's operations. Contractor shall briefly operate irrigation systems after each normal maintenance operation to verify that no damage occurred. Any damage to the irrigation system shall be immediately corrected.
- d. Contractor shall program the automatic irrigation controllers to deliver adequate soil moisture as determined by the Contractor's inspection. Contractor shall take specific care to keep irrigation runoff to a minimum. Contractor shall coordinate with Public Works' on-site staff before testing, adjusting, programming, or turning off irrigation systems.
- e. Major repair, replacement, modification, or addition of irrigation piping, control valves, sprinkler heads, controllers, and other irrigation components due to normal wear, damage caused by others, or as requested by Public Works are outside the scope of routine work require of the Contractor. Public Works, at its option, may perform such work or request the Contractor to complete this work as as-needed services under this Contract.

5. Parts and Materials

- a. The County will reimburse the Contractor for the cost of parts, planting and materials for as-needed services, provided Contractor has obtained Project Manager's prior written approval of Contractor's written estimate. The Contractor shall submit an invoice with attached applicable receipts for a particular service request to the Project Manager. Reimbursements may include a markup of no more than 10 percent of the total actual cost of the replacement part(s), planting and/or materials.
- b. At its sole and absolute discretion, County reserves the right to purchase parts and materials directly. Upon County purchasing such parts and materials, the Contractor is to perform the installation.

6. Inspection and Workmanship

Contractor shall:

- a. Perform all work in a workmanlike manner to the satisfaction of the Project Manager. Any unacceptable work shall be corrected by the Contractor at no additional cost to Public Works and shall be accomplished in a timely manner.
- b. Provide adequate supervision to furnish crew direction, surveillance, and inspection of workmanship and adherence to schedules while performing the work under this Contract.
- c. Assign a regular experienced landscape maintenance supervisor, together with all the necessary materials, tools, and equipment for the complete performance of this work.
- d. Immediately notify Project Manager of the existence of any conditions that could present a danger or hazard to the public.

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

E. Major Tree Trimming, Tree Removal and Stump & Root Removal (AS-NEEDED BASIS ONLY)

Major tree trimming, tree removal and stump & root removal shall include all other types of tree trimming services as listed in Exhibits H, I, and J other than Clearance Trimming (Exhibit A, Section D.3, Trees) and will be paid at the hourly rates listed in PW-2 under As-Needed Services. Contractor shall complete major tree trimming, tree removal and stump & root removal services when requested by the Project Manager. Work shall be conducted in accordance with Exhibits H, I and J. The Contractor shall use an International Society of Arboriculture (ISA) Certified Arborist to directly oversee any major tree trimming, tree removal and stump & root removal and ISA Certified Tree Workers to perform any major tree trimming and tree removal. The Contractor is subject to the provisions of Section M.2, of this Exhibit.

F. Use of Chemicals

1. All Contract work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be applied by qualified personnel under the direction of a person possessing a valid California Certified Applicator's license. Contractor shall not spray any chemicals in

or near storm catch basins, wastewater process tanks, or groundwater monitoring wells.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Project Manager for approval at the commencement of this Contract. The Contractor shall consult and receive written permission from the Project Manager prior to performing any chemical usage.
3. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Public Works' Project Manager.
4. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
5. The contractor shall use a California Certified Applicator under the direction of a licensed Pest Control Advisor, when using chemicals or rodenticide for rodent control.
6. Chemicals shall be applied when air currents are still; to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
7. Records of all operations starting dates, times, methods of application, chemical formulations, applicators' names, and weather conditions shall be made and retained by the Contractor in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) along with their monthly invoices. This shall be in addition to the copy of the usage summary provided to the County Agricultural Commissioner's Office.

G. Additional Work

1. The Project Manager may authorize the Contractor to perform additional work including, but not limited to, adding service area(s) or performing repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence or any other unanticipated need. If the Project Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written

authorization from the Project Manager. However, when a condition threatens imminent injury to the public or damage to property, the Project Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Project Manager for approval.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional work/location(s) may be added during the Contract period. Upon request by the Project Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices. The Contractor shall be paid for additional work/locations at the rates quoted in Form PW-2, Schedule of Prices. Upon Project Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.

H. Utilities

Public Works will provide at its own expense, water and electrical services for the operation of the Contractor's equipment. Contractor shall provide all electrical cords, ladders, and other tools or equipment required in the performance of its duties.

I. Storage Facilities

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

J. Removal of Debris

All debris derived from the landscaping services shall be removed from Public Works' property and legally disposed of at the Contractor's expense.

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

The use of combustion or gasoline engine blowers is prohibited in the City of Malibu and will not be allowed.

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. According to this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from landfills and co-generation facilities. Landscape materials utilized for co-generation or daily landfill cover may not qualify for diversion credit. Therefore, this may not be an acceptable method of diversion for this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, co-composting, mulching, soil amendment, 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. Use of any other processing method not listed above will require the approval of the Department of Public Works (Assistant Deputy Director of Environmental Programs and/or the Director of Public Works) and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

L. Special Safety Requirements

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

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

Contractor is advised that reclaimed water is used for irrigation at the Malibu Mesa Wastewater Treatment Plant (Exhibit G-1). Contractor's personnel shall be instructed in proper safety measures and hygiene when working around reclaimed water.

M. Other Contractor Responsibilities

1. The Contractor shall maintain a valid and active California issued C-27 Landscaping Contractor license throughout the term of this Contract.
2. The Contractor shall use an International Society of Arboriculture (ISA) Certified Arborist to directly oversee tree trimming and removal. Only ISA certified tree workers shall be employed to do tree trimming or pruning activities.

3. Whenever applicable, the Contractor shall use a certified arborist for the specific duties of tree trimming, and shrubbery pruning, and licensed Pest Control Applicators and Pest Control Advisor for the specific duties of disease and pest recommendations.
4. Contractor shall provide Contractor's employees working in proximity of high voltage electrical lines with appropriate safety instructions and shall not perform tree trimming activities within 10 feet of high voltage energized power lines and conductors unless the employee is a qualified line clearance tree trimmer. Contractor shall obtain any required approvals from utility companies to trim trees within 10 feet.
5. The Contractor shall furnish all supervision, labor, materials, tools, equipment, transportation, chemicals, and other items needed to perform landscape services as outlined herein.
6. The Contractor shall perform all work in accordance with these specifications and to accepted horticultural standards of quality and workmanship to maintain the landscape in the highest possible aesthetic condition.
7. The Contractor shall repair any damage to Public Works facilities resulting from the Contractor's work, including, but not limited to, irrigation systems, fences, gates, signs, and access road pavement at no cost to the County.
8. The Contractor shall immediately notify Project Manager of any damages to shrubs, trees, planting, vegetation, or groundcover resulting from the Contractor's negligence. The Contractor shall repair or replace all damages within five working days of notifying Project Manager at no additional cost to the County.
9. The Contractor shall assume responsibility for any damage due to overspray of the adjoining areas (grasses and wildflowers, shrubs, trees, etc.) in areas where chemical weed eradication is used.
10. The Contractor shall provide the Project Manager with a schedule indicating the days and times the Contractor's crew will perform work at each location. Any deviation from the approved schedule shall require authorization from the Project Manager.
11. The Contractor shall provide sufficient landscape personnel 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.

12. The Contractor's on-site supervisor shall have at least two years' experience in performing supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the Project Manager. Contractor shall submit the proposed on-site replacement supervisor resume to the Project Manager for pre-approval.
13. The Contractor shall provide the name of the Contractor's Contract Manager who is responsible for directing the Contractor's staff. The Contractor shall provide a telephone number(s) where the Contractor's Contract Manager may be reached on a 24-hour-per-day, year-round basis. The Contractor's Contract Manager shall be the sole contact for Public Works. If the Contractor's Contract Manager is not available at the time of a call, he/she shall return the call on the same day that it is received, prior to 6 p.m., Monday through Thursday.
14. The Contractor's Contract Manager shall provide overall management and coordination of this Contract, including questions that may arise regarding invoicing, attendance, claims, and all other issues that may arise.
15. The Contractor's Contract Manager or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this Contract.
16. The Contractor's Contract Manager, on-site supervisor, and any alternates shall be able to read, write, speak, and understand English sufficiently to communicate readily with Public Works staff.

N. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

O. Water Pollution Control

National Pollutant Discharge Elimination System

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

Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces water pollution. Contractor shall

obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 of the Construction BMP Handbook. This Publication is available from:

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

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

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

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. Removal of Contractor's Employees

In addition to Exhibit B, Section 4.G, Labor, at the request of the Project Manager, the Contractor shall immediately remove from the work area any employee or subcontractor that the Project Manager reasonably finds unsuitable, unqualified, incompetent, unsafe, intoxicated or ill-behaved and shall replace the employee or subcontractor within a reasonable time not exceeding one week.

R. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the Project Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to the following:

1. An inspection system covering all the services listed in this Exhibit A, Scope of Work, Section D, Work Description. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of

service performed before the level of performance becomes unacceptable.

3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing to assure service to the County in the event of a strike of the Contractor's employees.

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, or approved by Project Manager.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance.

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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, Exhibit E - Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. 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 Manager. Has the meaning set forth in Paragraph A (Project Manager) of Exhibit A (Statement of Work).

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.

County District Tree Trimming Supervisor. Public Works employee who directs the work in an assigned roadside tree maintenance district and inspects applications from property owners for tree planting, maintenance, and care work within the district.

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 1 and ending the following June 30.

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.

Tree Removal List. The list of locations provided as part of a Service Request.

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 and signed by the Contractor.
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 by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

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. Contractor Performance Evaluation/Corrective Action Measures

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, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees

and Volunteers 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. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable 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 performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. 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.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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).

CC. 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.

DD. 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.

EE. 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.

FF. 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 suspend or 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, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the 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 the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's

non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the 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 the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. 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.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. 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.
 - 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.

JJ. 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.

KK. 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.

LL. 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/SUSPENSIONS

A. Termination/Suspension 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 suspension or 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.
 - 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 or suspension under the provisions of this paragraph, it is determined by County 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 or suspension had been issued pursuant to this Exhibit's Termination/Suspension 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/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or 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 or suspension, County shall be entitled to pursue those 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) 544-6861.
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.
 - 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/Suspension 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 of 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 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, including compliance with prevailing wage laws. The Contractor 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 and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. 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.
 - 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.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), 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 except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies

the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein,

and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (follow form over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

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. Subcontractors of Contractor

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.
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.
 - 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 Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute 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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

The Director of the California Department of Industrial Relations has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor 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 the Contractor employs in

connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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 2012 are less than \$50,270 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 7, 2013.

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 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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 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 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

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



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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?

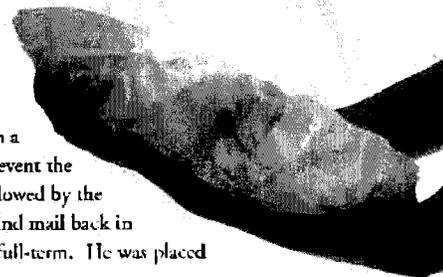
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.



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



Ley de Entrega de Bebés Sin Peligro

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

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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre 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 Angeles 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?

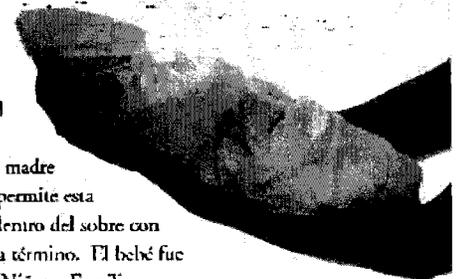
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through J, inclusive, of this Contract (Exhibits A-J) and this PRS, Exhibits A-J shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Failure to Complete Work	Contractor fails to complete work within the time specified.	\$500 for each consecutive calendar day failed to complete work.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract, the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and	\$100 per employee per day who is not certified as passing the background check. Employees who do not pass or is not certified shall be immediately removed.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through J, inclusive, of this Contract (Exhibits A-J) and this PRS, Exhibits A-J shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
	local-level review, as required by the Contract.			
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Training program	Document training of each employee.	\$250 per untrained employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. SUPERVISOR/MANAGERS				
1. Change in Contractor's Contract Manager	Contractor shall notify the County in writing of any change in name or address of the Contractor's Contract Manager.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through J, inclusive, of this Contract (Exhibits A-J) and this PRS, Exhibits A-J shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract (Exhibit B, Section 2E).	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$150 per day for use of non English-speaking supervisor plus suspension. Supervisors who <u>cannot</u> communicate in English shall be immediately removed.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

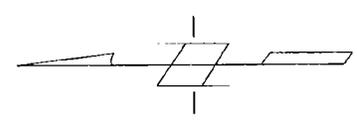
*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

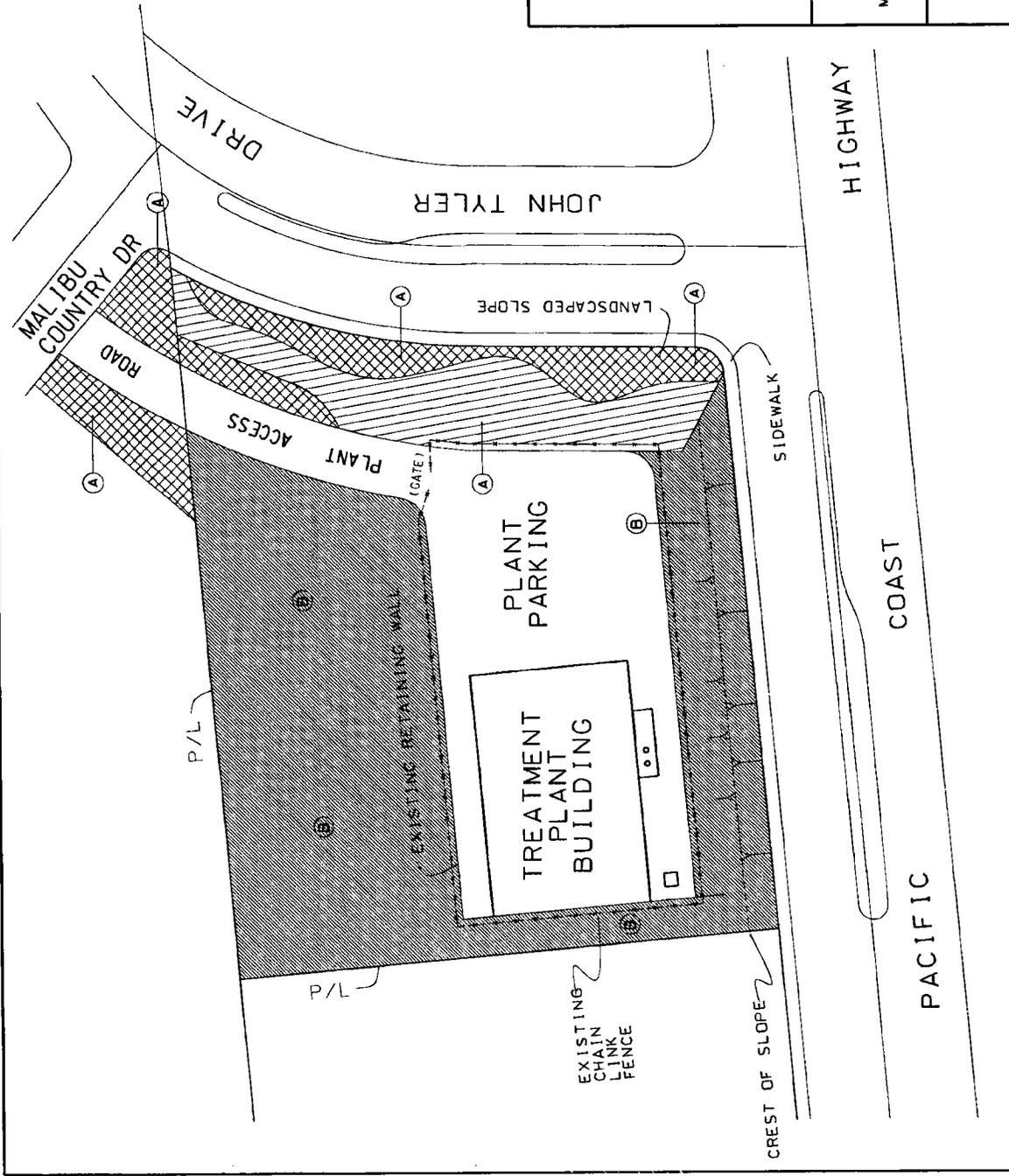
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through J, inclusive, of this Contract (Exhibits A-J) and this PRS, Exhibits A-J shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-J, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions for Failure to Meet Performance Indicator*	Compliance	Comments
D. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.



GRAPHIC SCALE: FEET
(1"=60' @ 11"x17")

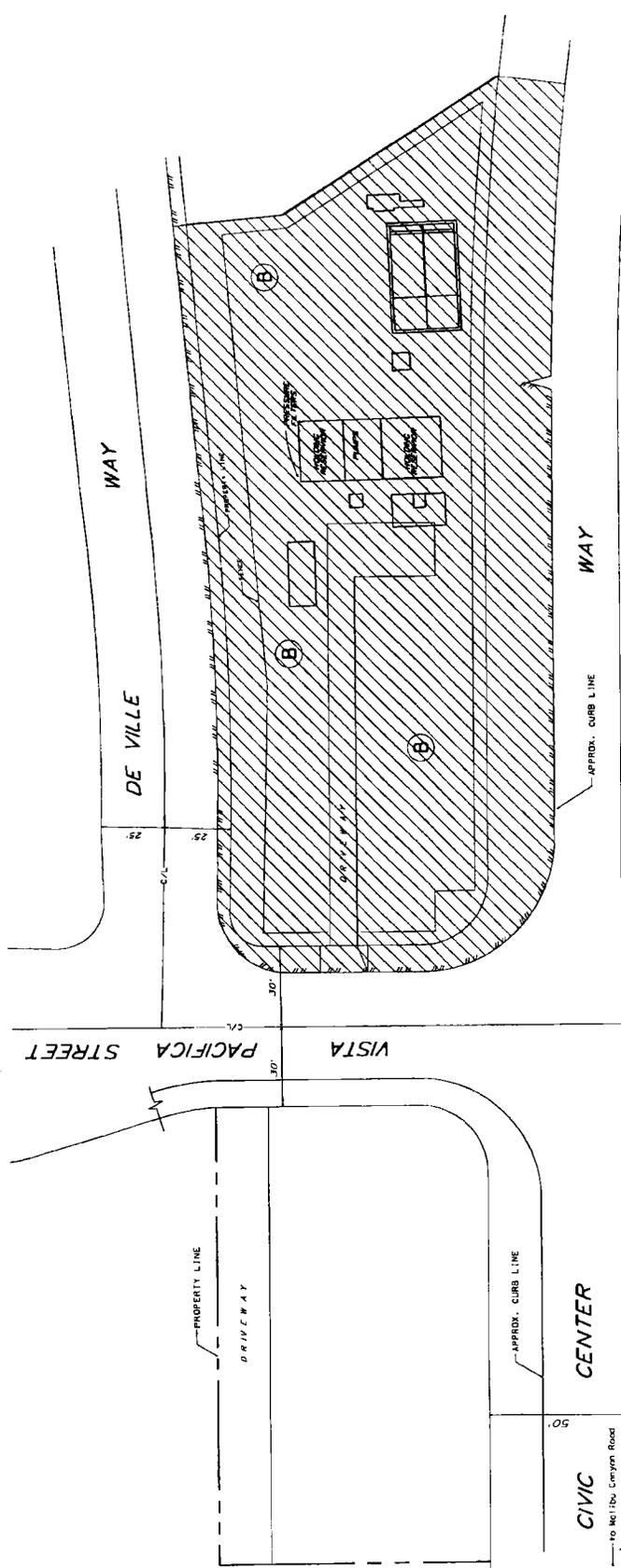


Legend:

- (A) Twice-monthly service consisting of weed control, trimming/mowing, edging, ground cover maintenance, tree/shrub maintenance, pest control, irrigation maintenance, and removal of dead-fall, leaves, cuttings, debris, and litter. Control growth of vegetation on fences. Remove vegetation from paved areas.
- (B) Monthly service consisting of trimming/mowing to keep vegetation growth under control less than one foot high, tree/shrub maintenance, irrigation maintenance, pest control, and removal of debris, leaves, cuttings, vegetation and litter. Control growth of vegetation on fences. Remove vegetation from paved areas.

LOS ANGELES COUNTY
 DEPARTMENT OF PUBLIC WORKS
 Sewer Maintenance Division
 MALIBU MESA WASTEWATER TREATMENT PLANT
 3863 MALIBU COUNTRY ROAD
 MALIBU, CALIFORNIA 90265

EXHIBIT G-1

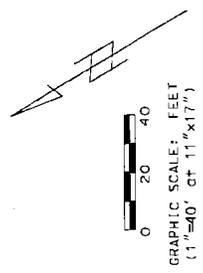


LOS ANGELES COUNTY
 DEPARTMENT OF PUBLIC WORKS
 Sewer Maintenance Division
 MALIBU WASTEWATER TREATMENT PLANT
 3260 VISTA PACIFICA ST.
 MALIBU, CALIFORNIA

EXHIBIT G-2

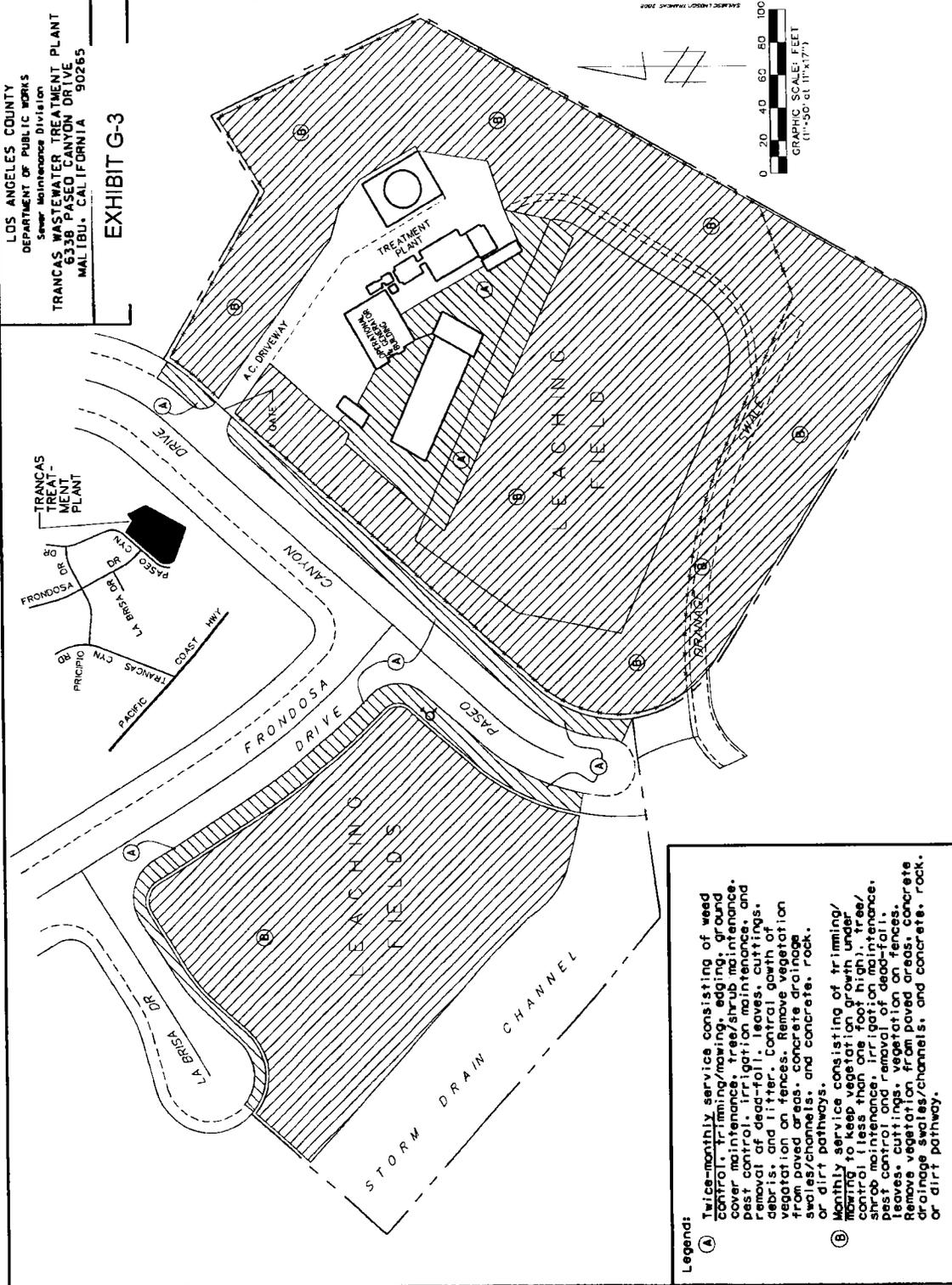
Legend:

(B) Monthly service consisting of trimming/maintenance work with control (less than one foot high), tree/shrub maintenance, pest control, and removal of dead/dying, over-cultivating, vegetation on fences, concrete, and from paved areas. Remove vegetation swales/channels, and concrete, rock or dirt pathways.



LOS ANGELES COUNTY
 DEPARTMENT OF PUBLIC WORKS
 Sewer Maintenance Division
TRANCAS WASTEWATER TREATMENT PLANT
 6338 PASO CANYON DRIVE
 MALIBU, CALIFORNIA 90265

EXHIBIT G-3



- Legend:**
- (A) Twice-monthly service consisting of weed control, trimming/mowing, edging, ground cover maintenance, tree/shrub maintenance, and pest control. Irrigation maintenance, and removal of dead-fall, leaves, cuttings, debris, and litter. Control growth of vegetation on fences. Remove vegetation from paved areas, concrete drainage swales/channels, and concrete, rock, or dirt pathways.
 - (B) Monthly service consisting of trimming/mowing (less than one foot high), tree/shrub maintenance, irrigation maintenance, pest control and removal of dead-fall, leaves, cuttings, vegetation on fences. Remove vegetation from paved areas, concrete drainage swales/channels, and concrete, rock, or dirt pathway.

**TREE TRIMMING SPECIFICATIONS
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

The following specifications are for the trimming of County trees.

A. Trimming Broadleaf and Evergreen Trees

1. Crown Cleaning

Crown cleaning is the removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches, and waterspouts from a tree's crown.

2. Crown Thinning

Crown Thinning is the selective removal of branches and/or pruning back to large laterals to increase light penetration and air movement through the crown. Thinning opens the foliage of a tree, reduces weight on large limbs, ensuring invigoration throughout a tree, and helps retain the tree's natural shape.

- a. When thinning the crown of mature trees, remove no more than one fourth of the live foliage.
- b. At least one half of the foliage should be on the branches that arise in the lower two thirds of the tree.
- c. When thinning laterals from a limb, an effort should be made to retain well-spaced inner lateral branches with foliage.
- d. Caution must be taken not to create "Lion tailing", which is caused by removing all or most of the inner foliage.

3. Crown Raising

Crown Raising removes the lower branches of a tree in order to provide clearance for buildings, vehicles, pedestrian, and sight distance.

- a. Overhead street clearance shall be kept to a minimum of 17 feet from top of curb.
- b. Exceptions are allowed for young trees, which would be irreparably damaged by such trimming action.

4. Crown Reduction

Crown Reduction is the reduction of height and spread removing no more than one third of the crown of the tree.

5. Crown Shape

Crown Shape is trimming the tree back to its natural shape to obtain a balanced appearance when viewed from both sides of the street.

6. Crown Thin, Clean, and Shape

Consistent with previously mentioned items.

B. Trimming Palm Trees

Palm trimming shall consist of trimming the following palms:

- Queen Palm (*Syagrus Romanzoffianum*)
- Canary Island Date Palm (*Phoenix Canariensis*)
- California Fan Palm (*Washington Robilifera*)
- Mexican Fan Palm (*Washington Robusta*)
- King Palm (*Archontophoenix Cunninghamiana*)
- Windmill Palm (*Trachycarpus Fortunei*)
- Mediterranean Fan Palm (*Chamaerops Humilis*)
- Other Palm Species

1. Trim Only Palm

- a. The Contractor shall remove all dead fronds and all visible flower stalks and fruit parts.
- b. The Contractor shall remove all loose fronds sheaths along the entire length of the palm trunk.
- c. Only the full green fronds at the crowns of the trees shall remain.

2. Trim and Skin Palm

Palm tree trimming and skinning shall include all work specified in Part 1 above and the following:

All dead fronds or parts thereof shall be removed to the surface of the trunks, leaving a clean, unscathed appearance throughout the entire length of the trunks from the bases to approximately 18 inches below the green fronds at the tops of the trees. The method of removal shall be

approved by the County District Tree Trimming Supervisor. When the cutting method is used, cuts shall be no more than 5 inches apart.

3. General Palm Trimming Specifications

- a. Remove all dead and green fronds leaving only the full green fronds remaining at the crown of the palm within the limits of a 15 degree arc measured from a horizontal line from the tree trunk. An exception is the Phoenix Canariensis where a 30 degree arc is allowed. Precautions shall be taken so that no live fronds are partially cut and left hanging. Any fronds partially cut shall be removed by the Contractor, at no additional cost to the County, within ten days of completion of the palm trimming project.
- b. Canary Island date palm (Phoenix Canariensis) trunks shall be cleaned of any weed species. The immediate area below the green fronds shall be trimmed to a symmetrical (pineapple) appearance. The shape shall not exceed a minimum of 48 inches or a maximum of 60 inches length below the green fronds. When trimming operations are complete, the trunk shall be left in a clean, unscathed appearance throughout the length of the palm trunk. Canary Island Date Palms shall be pruned using a sterilized hand saw. The hand saw must be cleaned and sterilized before and after trimming each tree.
- c. All volunteer palm seedlings 3 feet or less in brown trunk height that are growing within the street/parkway dedicated area, must be removed from the base of the tree out to a 10 feet radius around the palm trunk, unless otherwise specified by the County.
- d. All other palm species required to be trimmed by the County shall be trimmed using the above specifications.

C. **Unacceptable Trimming**

The following procedures, or others that will result in tree decline, are not allowed:

1. Severe cutting back of all growing tips (usually referred to as topping, pollarding, or hatracking).
2. Flush cutting (where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge).
3. Stub cutting (where branch removal results in the base of branch removed protruding more than approximately 1/4 inch beyond the zone of branch collar and branch bark ridge).

4. Removal of healthy main leader (for reasons other than power line clearance).

D. Additional Specifications

1. When tree pruning cuts are made to a side limb, such remaining limb must possess a basal thickness of at least one third of the diameter of the wound so affected. Such cuts shall be considered proper only when such remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of callusing the pruning cut so affected within a reasonable amount of time.
2. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut shall not be made. The branch collar shall not be removed.
3. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
4. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the County.
5. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with a nonabrasive wood surface and secure bark remaining intact. All trees 6 inches in diameter or less shall be pruned with hand tools only. Chain saws will not be permitted on any trees 6 inches or less. This is to prevent any unnecessary abrasions or cambial tissue that may predispose a tree to insect and/or disease problems.
6. Whenever pruning cuts are to be made, while removing limbs too large to hold securely in one hand during the cutting operation, the limbs shall be cut off first, 1 to 2 feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Such cutting back shall not include the removal of any live, healthy limbs in excess of 6 inches without County approval.
7. No more than 35 percent of the live wood may be removed from the crown of any tree, excepting live oaks which are limited to no more than 10 percent. As much of the crown should be left in the tree as possible.
8. Any extraneous metal, wire, rubber, or other material interfering with tree growth shall be removed when possible.

9. Any defective or weakened trees shall be reported to the County.
10. The use of climbing spurs or spike shoes in the act of trimming trees is prohibited, except for palms and Eucalyptus trees that are more than 65 feet in height.
11. Beneficial animal or bird nests or nesting cavities shall be preserved and protected whenever feasible, unless doing so would create a hazard.
12. Remove all dead and dying branches and branch stubs that are 1/2 inch diameter or larger.
13. Remove all broken or loose branches.
14. Remove any live branches, which interfere with the tree's structural strength and healthful development of the tree, which will include the following:
 - a. Branches, which rub and abrade a more important branch.
 - b. Branches of weak structure, which are not important to the framework of the tree.
 - c. Branches, which if allowed to grow, would wedge apart the junction of more important branches.
 - d. Branches forming multiple leaders in a single leader type tree.
 - e. Undesirable sucker and sprout growth (paying specific attention not to nick or damage the sprout "burl").
 - f. Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
 - g. Selective removal of limbs obstructing buildings or other structures or traffic signs. Generally, limbs closer than 5 feet to a building or other structure should be removed unless doing so would severely damage a tree.
15. Cut back ends of branches and reduce weight where excessive overburden appears likely to result in breakage of supporting limbs.

EXHIBIT H

16. Clear trees of sprout or sucker growth to a minimum height of 8 feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
17. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to said trees.

P:\aspub\CONTRACT\Angela\Landscape Malibu\2013\REBID\08 FINAL AGREEMENT\Exhibit H.docx

**TREE REMOVAL SPECIFICATIONS
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

A. Introduction

The specifications are presented as working guidelines, recognizing that trees are individually unique and that their removal may not always fit strict rules. Should questions arise, contact the County District Tree Trimming Supervisor.

B. Overview of Specifications

Any tree work performed on a County tree must be done in accordance with the County specifications.

Requirements for work to be performed on County trees are as follows:

1. Tree removal shall include cutting down and disposing of all tree parts including stump and roots.
2. Proper disposal of all tree debris generated. (AB 939) Diversion Requirement is now required.

C. General Specifications

1. Removal of street trees includes the removal of all above-ground parts of the tree, trunk, stump, and above-ground roots. Stump and root removal will follow the specifications provided herein at no additional cost to the County.
2. Prior to starting any tree work on a County tree, the Contractor must schedule and notify the County's appropriate County District Tree Trimming Supervisor. At this meeting, schedules, procedures, and any other questions about the project, as specified in the tree work, shall be discussed and any clarifications addressed by the County.
3. Contractor shall dispose of all green waste in accordance with:

AB 939 - The Integrated Waste Management Act

Contractors may be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products. All contractors may 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. Approval of any other processing

EXHIBIT I

method not listed above may require the approval of the Assistant Deputy Director of Environmental Programs and/or the Director of Public Works, and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) will be required.

Dump costs are to be paid by the contractor.

4. The County will mark any tree(s) for removal with a colored painted "X". Should a tree be scheduled for removal and not be marked, or if there is any doubt about the tree to be removed, the County shall be contacted before work commences to confirm any tree removal.
5. Removal shall be done only upon written instruction from the County with an attached authorization from the property owner.
6. The use of climbing spikes will not be permitted except on Palm and Eucalyptus trees over 65 feet in height and trees scheduled for removal.
7. The Contractor shall clean all job sites daily when work is completed, including the raking of leaves, twigs, chips, etc., from lawns and parkways, and the sweeping of streets.
8. All wood and debris shall be removed from each job site within 24 hours of the removal.
9. If wood must be left on the parkway for 24 hours, the Contractor shall notify the County District Tree Trimming Supervisor. Additionally, the Contractor shall make the parkway safe through the use of barricades and other appropriate devices.
10. Tree removal includes grinding out of stumps to a minimum depth of 24 inches and removing all excess chips and all visible surface roots, within the right of way.

D. Tree Trunk/Limb Removal

1. All parkway trees scheduled for removal shall be "topped" unless stipulated otherwise in the Tree Removal List or if, in the opinion of the Contractor, a tree is unable to withstand the strain of the topping procedure. In this case, the branches shall be lowered by some other means, such as a tree crane. Unless impractical, lower limbs shall be removed first, working toward the top until the tree is delimited. Stubs at least 12 inches or more in length shall be left following delimiting to provide crotches for lowering sections of the trunk or main limbs.
2. All trunks, limbs and branches larger than 6 inches in diameter shall be cut in sections not to exceed 5 feet in length and shall be lowered to the

EXHIBIT I

ground through the use of ropes or other mechanical devices. Smaller limbs with the potential for damage to property or injury to people shall also be lowered using rope or other devices. The means of lowering shall be approved by the County District Tree Trimming Supervisor.

3. All ropes shall be securely attached to the main stem, a strong limb, or an adjacent tree well above the limb being cut to prevent binding, should the limb have to be pulled up into the tree before being lowered.
4. When existing obstructions require controlled movement of limbs being lowered by ropes, an additional guide rope shall be attached to the limb to control movement of the limb during descent.

E. Stump Removal

1. Stump removal shall include grinding out the stump and surface roots, extending 1 foot outside the diameter from the tree's root collar, to a minimum depth of 24 inches below ground level. Chips and other debris shall be disposed of (with the exception of Type A stump removal, as defined in Exhibit J, Section D.) from the project site, and the resulting holes shall be backfilled with Class "A" topsoil (as defined in Exhibit J, Section F.3) by the end of the workday. Grass seed or sod will not be required. Holes shall be properly barricaded until topsoil is replaced.
2. Stump removal may not be required on all jobs (i.e., canyons/slopes).

F. Topsoil

1. Topsoil shall be from a source outside the limits of the project, selected by the Contractor and in compliance with the requirements specified herein. At least 15 days before scheduled use, the proposed source of topsoil shall be submitted to the County District Tree Trimming Supervisor for approval. The County District Tree Trimming Supervisor may make such inspections and perform such tests as deemed necessary to determine that the material meets the requirements.
2. Topsoil shall have a uniform composition and structure, a friable sandy loam character, and be free of roots, stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms. The topsoil shall be suitable to adequately sustain the growth of lawns.

**STUMP AND ROOT REMOVAL SPECIFICATIONS
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

A. Introduction

The Specifications are presented as working guidelines, recognizing that tree stumps are individually unique and that their removal may not always fit strict rules.

B. Overview of Specifications

Any tree work performed on a County tree must be done in accordance with these specifications.

C. General Requirements

The following requirements are for work to be performed on County trees:

1. Proper disposal of all tree debris generated.
2. Assuring good traffic control and minimize disruption of the public.
3. Assuring adequate safety of employees and the public

Prior to starting any tree work on a County tree, the Contractor must schedule and notify the County's appropriate County District Tree Trimming Supervisor. At this meeting, schedules, procedures, and any other questions about the project, as specified in the tree work, shall be discussed and any clarifications addressed by the County.

D. Stump Removal - Type A (No Topsoil)

1. Grind stumps to 24 inches below grade and remove all surface roots extending 1 foot outside the diameter of the tree's root collar.
2. Chips are to be backfilled into the hole and compacted and leveled at 2 inches above grade.
3. All excess chips shall be removed by the Contractor at no additional cost to the County.
4. Grass seed or sod will not be required

E. Stump Removal - Type B (With Topsoil)

1. Grind stumps to 24 inches below grade and remove all surface roots extending 1 foot outside the diameter of the tree's root collar.
2. All chips are to be removed and the void backfilled with Class "A" topsoil, which is to be compacted and leveled at 2 inches above grade.
3. All backfill soil will be furnished by the Contractor at no additional cost to the County.
4. Grass seed or sod will not be required.

F. Topsoil

1. Topsoil shall be from a source outside the limits of the project selected by the Contractor and in compliance with the requirements specified herein. At least 15 days before scheduled use, the proposed source of Class "A" topsoil shall be submitted to the County District Tree Trimming Supervisor for approval. The County District Tree Trimming Supervisor may make such inspections and perform such tests as deemed necessary to determine that the materials meet the requirements.
2. Topsoil shall have a uniform composition and structure, a friable sandy loam character, and be free of roots, stones larger than 1 inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter. It shall not be infested with nematodes or other undesirable insects and plant disease organisms. The topsoil shall be suitable to sustain the growth of lawns.
3. Class "A" Topsoil shall be according to the specifications found in the "Greenbook", Standard Specifications for Public Works Construction, 2012 edition and Section 212-1.1.2.

G. Surface Roots

All visible surface roots in the parkway are to be removed to 8 inches below grade.

H. Volunteer Seedlings and Root Sprouts

All volunteer seedlings and root sprouts growing within a 10 foot radius of the stump within the County parkway area must be removed.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS
CASHIER, MEZZANINE FLOOR
900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

REQUEST FOR PROPOSAL
FOR
LANDSCAPE MAINTENANCE SERVICE FOR SEWER
MAINTENANCE DIVISION - MABLIBU AREA
(2013-PA030)



Before: Wednesday, November 20, 2013
Time: Before 5:30 P.M.

submitted by:



UNITED PACIFIC SERVICES, INC.
120 E. La Habra Blvd., STE 107
La Habra, CA 90631-2310
(562) 691-4600 x225 Office (562) 691-8839 Fax

ORIGINAL

Table of Contents
Annual Landscape Maintenance Proposal
for
County of Los Angeles - Malibu Area

	<u>Pages</u>
A. Bid Proposal	Documents
B. Cover Page / Introduction	1 to 8
1.) Title Page - Acceptance of Conditions - 270 days, page 4	
2.) Letter of Transmittal, page 5	
3.) Certificate of Good Standing - State of California, page 6	
4.) Insurance Certificate for County of Los Angeles, page 7	
5.) Certificate of Merit - City of Los Angeles, page 8	
C. County of Los Angeles 69-contracts awarded from 2000 to 2014 (\$16,369,072)	9 to 12
D. Storm Water Pollution Control Plan	13 to 30
1.) Best Management Practices, pages 13 to 24	
2.) Stormwater Pollution Control Certificates, pages 14 to 30	
E. Fifty-Letters of Recommendation from 1977 to 2008, (\$75,000,000)	31 to 44
F. Government References, City & County (\$23,221,000)	45 to 48
G. Assigned Crew - Qualifications, Organizational Chart	49 to 52
H. Financial Statements from 2008 to 2012 (four years)	53 to 94
1.) Letter of Credit - Alliant Bonding Company up to \$2,000,000, page 55	
2.) Line-of-Credit with Citibank in the amount of \$225,000, page 56	
I. Licenses	95 to 102
1.) State Contractors License, page 96	
2.) State of Californian, Pest Control Business License, page 97	
3.) Agricultural Pest Control Registration Number, page 98	
4.) QAL - Qualified Application License, Pest Control Advisor License, page 99	
5.) Agricultural Pest Control Advisor License, page 100	
J. Government Endorsement Signatures / Recommendations	103 to 108
1.) Nine (9) Government Endorsement Signatures - 2012, page 104	
2.) Six (6) Endorsement Signatures - Evaluation Report - 2004, page 105	
3.) Fourteen (14) City Endorsement Signatures - page 106	
4.) 1984 Summer XXIII Olympic Games Certificate of Merit, page 107	
5.) List of Fifty (50) letters of recommendation, page 108	
K. I.S.A. Certified Tree Crew / Key Personnel	109 to 124
1.) I.S.A. Certified Arborists - Certificates	3.) Registered Consulting Arborist
2.) I.S.A. Certified Tree Worker - Certificates	4.) I.S.A. Memberships
L. Certified Utility Line Clearance Arborist	125 to 136
1.) Electrical Hazard Awareness Certification	2.) Emergency Response / Aerial Rescue Certifications
M. Work Plan / Quality Control Plan	137 to 162
N. Government Contracts Completed / Color pictures	163 to 174
1.) Seven (7) Letters of Recommendation from various Governmental Agencies	
O. United Pacific Services - Office / Equipment Yard	175 to 182
P. Safety Program - Certificates of Safety Management	183 to 202
1.) First Aid / CPR Certifications	
Q. Equipment / Color Pictures / Air Resource Board Certifications / CHP Bit Software.....	203 to 212
1.) Aerial Certifications - Annual Inspection & DC Dielectric Tests	
R. Cal-Osha Certifications / Training Program	213 to 223
S. Department of Homeland Security Program E-Verify - I.D. Number 396401	224 to 226

**TABLE OF FORMS
(LIVING WAGE CONTRACT)**

PW-1	VERIFICATION OF PROPOSAL
PW-2	SCHEDULE OF PRICES
PW-3	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
PW-4	CONTRACTOR'S INDUSTRIAL SAFETY RECORD
PW-5	CONFLICT OF INTEREST CERTIFICATION
PW-6	PROPOSER'S REFERENCE LIST
PW-7	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-8	LIST OF SUBCONTRACTORS
PW-9	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-10	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-11	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-12	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-13	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
PW-14	PROPOSER'S LIST OF TERMINATED CONTRACTS
PW-15	PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS
PW-16	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-17	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-18	MINIMUM REQUIREMENTS AFFIRMATION
PW-19	CONTRACTOR'S CERTIFICATION AND LICENSE INFORMATION

LIVING WAGE PROGRAM

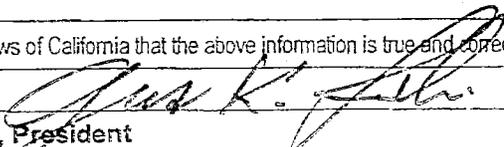
LW-1	LOS ANGELES COUNTY CODE CHAPTER 2.201 - LIVING WAGE PROGRAM
LW-2	LIVING WAGE ORDINANCE - APPLICATION FOR EXEMPTION (If requesting exemption, submit at least seven days before due date for Proposals.)
LW-3	CONTRACTOR LIVING WAGE DECLARATION
LW-4	LIVING WAGE ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE
LW-5	LABOR/PAYROLL/DEBARMENT HISTORY
LW-6	GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS
LW-7	PROPOSER'S MEDICAL PLAN COVERAGE

- LW-8 PROPOSER'S STAFFING PLAN AND COST METHODOLOGY
LW-9 WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE
CONTRACTS

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH
SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

DATE: 11 /19 , 2013		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. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Landscape Maintenance Service For Sewer Maintenance Division - Malibu Area (2013-PA030)			
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	
Physical Address (NO P.O. BOX): 120 E. La Habra Blvd., STE 107, La Habra, CA 90631		Mobile No.: (562) 254-0749	
e-mail: GUS@UNITEDPAC.COM		Fax No.: (562) 691-8839	
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):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 5529 Leeds Street, South Gate, CA 90280-7421		
	State of incorporation: California		Year incorporated: JAN/1999
<input type="checkbox"/> 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		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> 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., STE 107	City La Habra	State California	Zip 90631-2310
Name(s) Susan K. Franklin	Title Secretary/Treasurer	Phone (562) 691-4600 x224	Fax (562) 691-8839
Street 120 E. La Habra Bl., STE 107	City La Habra	State California	Zip 90631-2310
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 11/19/2013
Type name and title: Gus K. Franklin, President			

**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION-
MALIBU AREA (2013-PA030)**

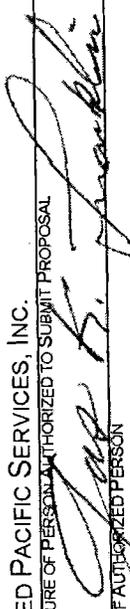
The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor—all labor including but not limited to certified arborist, certified tree worker, etc.)—supervision, overtime, 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.

<u>ITEM DESCRIPTION</u>		MONTHLY RATE	NO. OF MONTHS	ANNUAL PROPOSED PRICE (MONTHLY RATE X 12)
Landscape Maintenance for the following:				
1A.	Malibu Mesa Treatment Plant – 3863 Malibu Country Road, Malibu 90265	\$ 1,800.00	x 12	\$ 21,600.00
1B.	Malibu Treatment Plant – 3620 Vista Pacifica Street, Malibu 90265	\$ 600.00	x 12	\$ 7,200.00
1C.	Trancas Treatment Plant – 6338 Paseo Canyon Drive, Malibu 90265	\$ 2,000.00	x 12	\$ 24,000.00
ANNUAL PROPOSED PRICE FOR LANDSCAPE MAINTENANCE (ITEMS 1A-1C)				\$ 52,800.00
<u>AS-NEEDED SERVICES</u>		HOURLY RATE	ESTIMATED NO. OF HOURS	ANNUAL PROPOSED PRICE (HOURLY RATE X ESTIMATED NO. OF HOURS)
2A.	HOURLY RATE FOR TREE TRIMMING/TREE REMOVAL/STUMP & ROOT REMOVAL CREW OF TWO	\$ 86.00	40	\$ 3,440.00
2B.	HOURLY RATE FOR TREE TRIMMING/TREE REMOVAL/STUMP & ROOT REMOVAL CREW OF THREE	\$ 129.00	40	\$ 5,160.00
2C.	HOURLY RATE FOR TREE TRIMMING/TREE REMOVAL/STUMP & ROOT REMOVAL CREW OF FOUR	\$ 172.00	40	\$ 6,880.00
2D.	HOURLY RATE FOR TREE TRIMMING/TREE REMOVAL/STUMP & ROOT REMOVAL CREW OF FIVE	\$ 215.00	40	\$ 8,600.00

	HOURLY RATE	EST. NO OF HOURS	ANNUAL PROPOSED PRICE
2E. HOURLY RATE FOR TREE TRIMMING/TREE REMOVAL/STUMP & ROOT REMOVAL EACH ADDITIONAL CREW MEMBER OVER FIVE	\$ 43.00	40	\$ 1,720.00
2F. HOURLY RATE FOR LANDSCAPE LABORER	\$ 30.00	112	\$ 3,360.00
2G. HOURLY RATE FOR IRRIGATION WORKER	\$ 40.00	112	\$ 4,480.00
ANNUAL PROPOSED PRICE FOR AS-NEEDED SERVICES (Items 2A-2H)			\$ 33,640.00
This amount should equal the TOTAL ANNUAL PRICE listed in Form LW-8			

TOTAL PROPOSED ANNUAL PRICE
 (Items 1A-1C + Items 2A-2H) **\$ 86,440.00**

LEGAL NAME OF PROPOSER
 UNITED PACIFIC SERVICES, INC.

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL


TITLE OF AUTHORIZED PERSON
 GUS FRANKLIN, PRESIDENT

DATE
 01-02-2014

PROPOSER'S ADDRESS
 120 E. LA HABRA BLVD., STE. 107
 LA HABRA, CA 90631-2310

E-MAIL
 GUS@UNITEDPAC.COM

STATE CONTRACTOR'S LICENSE NUMBER
 790590

LICENSE TYPE
 C27 & C61-D49

MOBILE
 (562) 254-0749

FACSIMILE
 (562) 691-8839

**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., STE 107			
City:	La Habra	State: CA	Zip Code: 90631-2310
Telephone Number: (562) 691-4600 x225			(2013-PA030)
(Type of Goods or Services): Landscape Maintenance Service For Sewer Maintenance Division - Malibu Area			

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.

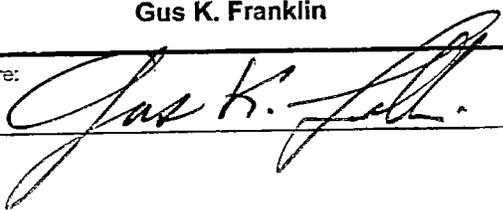
 "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

 "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: 	Date: 11/19/2013

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION - MALIBU AREA (2013-PA030)
 SERVICE BY PROPOSER UNITED PACIFIC SERVICES, INC.
 PROPOSAL DATE: 11/19/2013

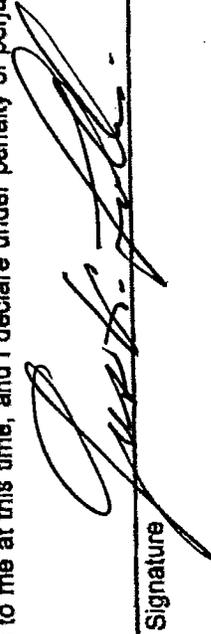
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of 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

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	21	20	20	21	27	109	18
2. Total dollar amount of Contracts (in thousands of dollars).	\$3,411	\$4,182	\$3,855	\$4,175	\$4,230	\$19,853	\$3,670
3. Number of fatalities.	-0-	-0-	-0-	-0-	-0-	-0-	-0-
4. Number of lost workday cases.	-0-	-0-	3	1	1	5	-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-	130	120	95	345	-0-

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

United Pacific Services, Inc., Gus K. Franklin, President
 Name of Proposer or Authorized Agent (print)


 Signature

11/19/2013
 Date

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:

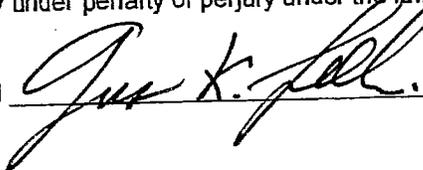
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of 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 the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed


Date 11/19/2013

PROPOSER'S REFERENCE LIST

PROPOSER NAME: UNITED PACIFIC SERVICES, INC.

PROPOSED CONTRACT FOR: Landscape Maintenance Service for Sewer Maintenance Division - MALIBU AREA (2013-PA030)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Landscape / Trees	SERVICE DATES: 2005-2013
DEPT/DISTRICT: Flood Maintenance - South Area	
CONTACT: Del Ortega, Principal Civil Engineering Technician	
TELEPHONE: (562) 861-0316	
FAX: (562) 861-3957	
E-MAIL: DOrtega@dpw.lacounty.gov	

SERVICE: Landscape / Trees	SERVICE DATES: 2005-2013
DEPT/DISTRICT: Sewer Maintenance - Malibu	
CONTACT: Jeff Bouse, Senior Civil Engineer	
TELEPHONE: (626) 300-3373	
FAX: (626) 300-3365	
E-MAIL: JBOUSE@dpw.lacounty.org	

SERVICE: Landscape / Trees	SERVICE DATES: 2009-2013
DEPT/DISTRICT: Flood Maintenance - East Area	
CONTACT: Erin Lomas	
TELEPHONE: (626) 445-7630	
FAX: (626) 254-0572	
E-MAIL: ELOMAS@dpw.lacounty.gov	

SERVICE: Tree Maintenance	SERVICE DATES: 2011-2012
DEPT/DISTRICT: Job Order Contract (JOC) 1003 Road Maintenance Division	
CONTACT: Nathan Birdwell	
TELEPHONE: (626) 695-8191	
FAX: (661) 947-0754	
E-MAIL: NBIRDWEL@dpw.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Landscape / Tree	SERVICE DATES: 2006-2013
AGENCY/ FIRM: Riverside County	
ADDRESS: 4080 Lemon St., 8th Fl., Riverside, CA 92501-3609	
CONTACT: Mark Hughes	
TELEPHONE: (951) 830-6860	
FAX: (951) 955-0049	
E-MAIL: MARHUGHE@RCTLMA.ORG	

SERVICE: Landscape / Tree	SERVICE DATES: 2008-2013
AGENCY/ FIRM: City of Simi Valley	
ADDRESS: 2929 Tapo Canyon Rd., Simi Valley, CA 93063	
CONTACT: Kurt L. Dahlgren	
TELEPHONE: (805) 583-6418	
FAX: (805) 583-6402	
E-MAIL: KDAHLGRE@simivalley.org	

SERVICE: Landscape / Tree	SERVICE DATES: 2009-2013
AGENCY/ FIRM: City of Rancho Cucamonga	
ADDRESS: 10500 Civic Center Drive Rancho Cucamonga, CA 91729-0807	
CONTACT: Anthony Albano	
TELEPHONE: (909) 477-2730 Ext. 4115	
FAX: (909) 477-2731	
E-MAIL: Anthony.Albano@cityofrc.us	

SERVICE: Landscape / Tree	SERVICE DATES: 2006-2013
AGENCY/ FIRM: City of Long Beach	
ADDRESS: 2760 Studebaker Rd., Long Beach, CA 90815	
CONTACT: Oscar De Leon	
TELEPHONE: (562) 577-8437	
FAX: (562) 570-8535	
E-MAIL: OSCAR.DELEON@longbeach.gov	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: UNITED PACIFIC SERVICES, INC.

PROPOSED CONTRACT FOR: Landscape Maintenance Service for Sewer Maintenance Division - MALIBU AREA (2013-PA030)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Landscape	SERVICE DATES: 2009-2013
DEPT/DISTRICT: Flood Maintenance - Dominguez Gap	
CONTACT: Del Ortega, Principal Civil Engineering	
TELEPHONE: (562) 861-0316	Technician
FAX: (562) 861-3957	
E-MAIL: DOrtega@dpw.lacounty.gov	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE: Landscape	SERVICE DATES: 2008-2013
DEPT/DISTRICT: Montellano Slope Road Maintenance Division	
CONTACT: Pedro Pan	
TELEPHONE: (626) 337-1277	
FAX: (626) 962-3982	
E-MAIL: PPAN@dpw.lacounty.gov	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

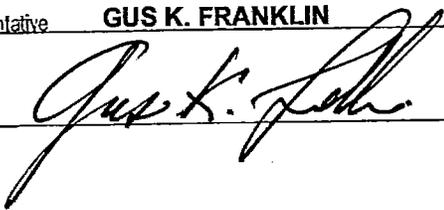
SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	UNITED PACIFIC SERVICES, INC.
Address	120 E. LA HABRA BLVD., STE 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.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	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.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO

Proposer	UNITED PACIFIC SERVICES, INC.		
Authorized representative	GUS K. FRANKLIN		
Signature		Date	11/19/2013

LIST OF SUBCONTRACTORS

Note: The use of subcontractors is prohibited for this service

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:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> 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		37	
Asian or Pacific Islander						
American Indian			1			
Filipino						
White	1	1	3			2

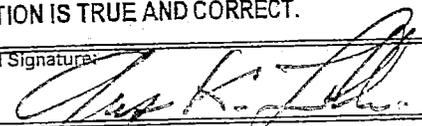
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	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: PRESIDENT	Date: 11/19/2013
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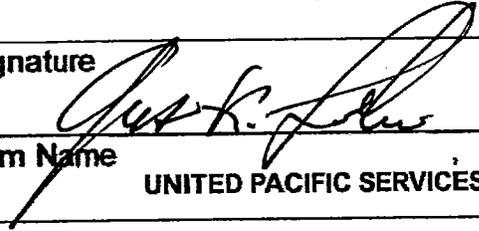
GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

declares a willingness to consider GAIN and 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 and 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 11/19/2013

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

UNITED PACIFIC SERVICES, INC.

Address

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

Internal Revenue Service Employer Identification Number

33-0841901

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

YES

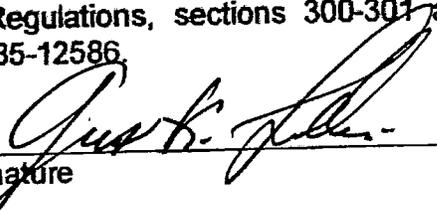
NO

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.

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Signature



Date

11/19/2013

GUS K. FRANKLIN, PRESIDENT
Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

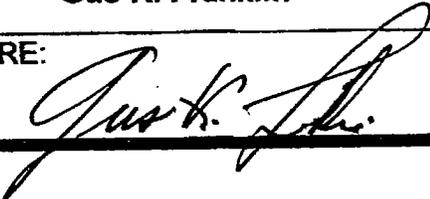
COMPANY NAME: UNITED PACIFIC SERVICES, INC.		
COMPANY ADDRESS: 120 E. LA HABRA BLVD., STE 107		
CITY: LA HABRA	STATE: CA	ZIP CODE: 90631-2310

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: 11/19/2013

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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.

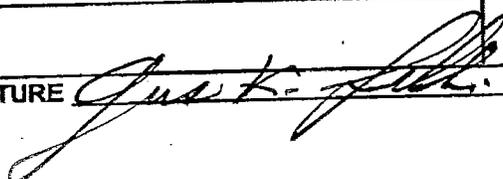
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

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: 11/19/2013

PROPOSER'S PENDING LITIGATIONS 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 where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

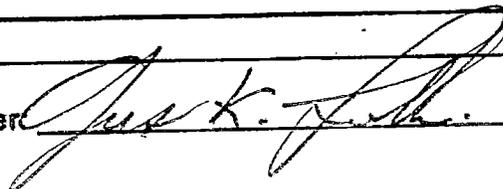
Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened 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/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened 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/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer  Date: 11/19/2013

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
FOR
LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION –
MALIBU AREA (2013-PA030)**

UNITED PACIFIC SERVICES, INC.

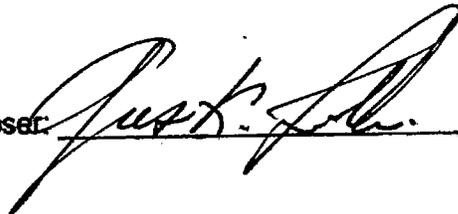
Proposer's Name

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

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 11/19/2013

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

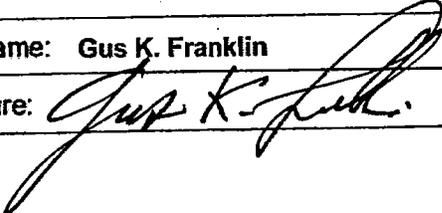
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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: 	Date: 11/19/2013

**MINIMUM REQUIREMENTS AFFIRMATION
FOR
LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION –
MALIBU AREA (2013-PA030)**

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer and its managing employee must have a minimum of five years of experience providing landscape maintenance services.

Yes. Proposer and its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Name	No. of Years	Description
UNITED PACIFIC SERVICES, INC.	13	Completed over \$16,000,000 in County of Los Angeles contracts from 2000 - 2013

No. Proposer and its managing employee do not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

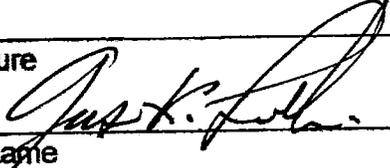
2. Proposer's on-site supervising employee must have a minimum of two years of experience supervising landscape maintenance services.

Yes. Proposer's on-site supervising employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

Name	No. of Years	Description
Leo Ramirez	20	Supervisor of 5 County Landscape Maintenance Projects from 2004 - 2013
Richard Gutierrez	22	Supervisor of County South Area Contract from 2007 - 2013

No. Proposer's on-site supervising employee does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature 	Title President
Firm Name UNITED PACIFIC SERVICES, INC.	Date 11/19/2013

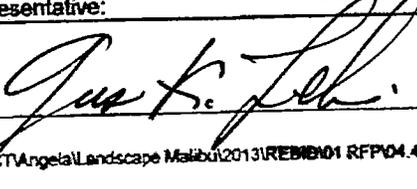
P:\aspub\CONTRACT\Angela\Landscape Malibu\2013\REBID\01 RFP\04.2 PW-18_MR.doc

**CONTRACTOR'S CERTIFICATION AND LICENSING INFORMATION
FOR
LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION – MALIBU AREA
(2013-PA030)**

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS/PERMITS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification, license, and/or permit. Failure to demonstrate compliance with the required certifications, licenses, and/or permits, may result in rejection of the Proposal as nonresponsive. Use additional pages if required.

License/Certification Name	Name on License	License/Certification/ Permit Number	Active Date	Expiration Date
a) State of California C-27 Landscaping Contractor's License	UNITED PACIFIC SERVICES, INC.	790590	01/29/2001	01/31/2015
b) State of California Department of Pesticide Regulation Pest Control Business License	UNITED PACIFIC SERVICES, INC.	32512	01/01/2012	12/31/2015
c) State of California Qualified Applicator License	Eric L. Franklin	101277	01/01/2013	12/31/2014
d) International Society of Arboriculture Certified Arborist Certification	Jack D. Mooring Eric L. Franklin	WE-0905A WE-2158AU	07/29/1995 09/18/1999	06/30/2016 06/30/2016
e) International Society of Arboriculture Certified Tree Worker Certification	Antonio Gomez Ignacio Gomez	1617 1904L	04/16/2005 11/15/2008	06/30/2014 12/31/2014

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

UNITED PACIFIC SERVICES, INC.	
Proposer's Name:	
Address: 120 E. LA HABRA BLVD., STE 107, LA HABRA, CA 90631-2310	
Authorized representative: Gus K. Franklin, President	
Signature: 	Date: 11/19/2013

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. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

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. (Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.)

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.

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 and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in

conjunction with the Internal Services Department 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 Internal Services Department. The Internal Services Department 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 contract; 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:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

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

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

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- Monthly Quarterly Bi-Annual

- Annually Other (Specify): _____

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

**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 from the Program, please check the option that best describes your intention to comply with Program.

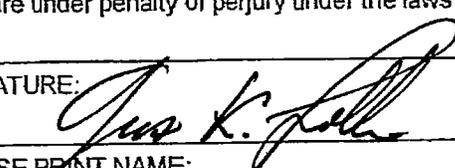
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour per employee**.
- I do have a bona fide health care benefit plan for those employees who will be providing 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 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 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: 11/19/2013
PLEASE PRINT NAME: Gus K. Franklin	TITLE OR POSITION: President

**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.)

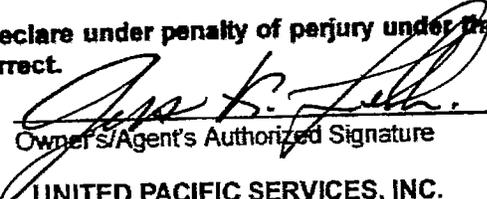
History of Determinations of Labor Law/Payroll Violations (Check One):

- 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

UNITED PACIFIC SERVICES, INC.

Print Name of Firm

Gus K. Franklin, President

Print Name and Title

11/19/2013

Date

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

N / A

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

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

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

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

Additional Pages are attached for a total of _____ pages.

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 <i>Did Not Fully</i> 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.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: UNITED PACIFIC SERVICES, INC.

Name of Proposer's Health Plan: N / A

Date: 11/19/2013

(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	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	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	\$	

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.

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.

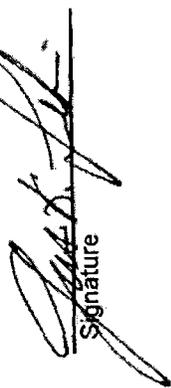
Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; 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, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled 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

United Pacific Services, Inc.



Signature

01/02/2014

Date

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION - MALIBU AREA (2013-PA030)**

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.**

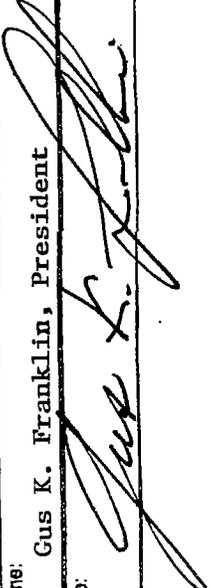
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>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?</p>	<p>1.1 Each employee signs a daily work sheet, see attached</p> <p>1.2 Some of our employees report to the job site and other employees report to our South Gate facility.</p> <p>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.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>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?</p>	<p>2. Each employee signs a daily work sheet, see attached sample.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1 What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2 What records are maintained by the Proposer of actual time worked?</p> <p>3.3 Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4 Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5 Who checks the records, and what are they checking for?</p> <p>3.6 What happens to these records?</p> <p>3.7 Are they used as a source document to create Proposer's payroll?</p> <p>3.8 ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).</p>	<p>3.1 See Daily work sheet submitted in proposal</p> <p>3.2 We keep the daily work sheets at our main office in a note book for the County to review annually.</p> <p>3.3 The records are maintained daily and signed by each employee.</p> <p>3.4 The daily payroll records are monitored by the on-site supervisor or or crew foreman of each crew.</p> <p>3.5 The records are turned in at the end of the week for the following weeks payroll. Office staff checks the records / reports for any missing days or days not signed by the employee.</p> <p>3.6 The records are kept at our main office at 120 E. La Habra Blvd., Suite 107, La Habra, CA 90631 in a note book for any future audit by either the county or state.</p> <p>3.7 Yes</p> <p>3.8 see attached copies behind this document</p>

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

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>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).</u></p>	<p>6. Our payroll is prepared by ADP check service</p> <p>6.1 Our payroll checks are prepared by an independent Payroll Company called ADP. Each individual employee signs each day for the hours worked and at the end of the week these daily work sheets are given to the main office who double check the hours of each employee.</p> <p>6.2 Automated checks by the ADP Payroll Company.</p> <p>6.3 They receive one check by the ADP Payroll Company</p> <p>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.</p> <p>6.5 See payroll check behind Form LW-9(sample)</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>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.</p> <p>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?</p>	<p>7.1 We use an automated payroll service - ADP</p> <p>7.2 Each day we write down the work location of each employee. This daily tracking sheet is then forwarded to the main office in La Habra each week for office staff to track</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>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.</p> <p>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?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Each week we go on-line and give the hours for each employee to the automated payroll service. The following day the checks are delivered to the main office in La Habra.</p> <p>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.</p> <p>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.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>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.</p> <p>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.</p>	<p>9.1 Travel time is calculated at the higher rate based on the 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.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>b.) We would pay the employee 8 hours based on the County's Living Wage rate.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 If an employee works more than 8 hours per day we pay him overtime hours or if he works more than forty-hours in one week we pay him overtime hours.</p> <p>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</p>
<p>Print Name: Gus K. Franklin, President</p> <p>Signature: </p> <p>Company: United Pacific Services, Inc.</p> <p>Date: 11-19-2013</p>	



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any other persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

ATTACHMENTS

Daily Payroll Reports

Daily Crew Schedule Report

Employee Payroll Check

Report Date: _____

DAILY PAYROLL REPORT

Authorized Signature: _____

Weekending Date:	Employee	Start Work Time	Start Break Time	End Break Time	Start Lunch Time	End Lunch Time	End Lunch Time	Start Break Time	End Break Time	Start Break Time	End Break Time	Start Work Time	Print Name:			Employee Signature					
													Total Regular hours	Total Overtime hours	Total Hours Worked						
													Mon	Tues	Wed	Thur	Fri	Sat	Sun		
1.	Atkins, Johnny																				
2.	Caastro, Alejandro																				
3.	Chavez, Filemon																				
4.	Cohetzaitilla, Abel																				
5.	Cohetzaitilla, Esteban																				
6.	Cohetzaitilla, Francisco																				
7.	Cohetzaitilla, Mauricio																				
8.	Gaona, Jorge																				
9.	Gaona, Luis																				
10.	Gaona, Victor																				
11.	Gomez, Angel																				
12.	Gomez, Tony Sr.																				
13.	Gomez, Tony Jr.																				
14.	Gomez, Ignacio																				
15.	Gonzales, Jose Luis																				
16.	Guevara, Emidio																				
17.	Guevara, Wilfredo																				
18.	Gutierrez, Anthony																				
19.	Gutierrez, Enrique																				
20.	Hernandez, Alanacio																				
21.	Hernandez, Gonzalo																				
22.	Hernandez, Roberto																				

Sample

Phone: (562) 691-4600

La Habra, CA 90631

120 E. La Habra Blvd., Suite 107

United Pacific Services, Inc.

EMPLOYER SERVICES

TO BE OPENED BY ADDRESSEE ONLY!

UNITED PACIFIC SERV

PREPARED FOR: **ONLY** OFFICE CODE **0070**

AUTOPAY II



(LOCATION: 0001)

DATE	DAY	TIME
06/26/2008	THUR	0001

METHOD	TRIP	SEC
ORANGE COU	01A	8150

ATTENTION: **ERIC FRANKLIN**
562-691-4600

SPECIAL INSTRUCTIONS: **PLASTIC**

UNITED PACIFIC SERV
120 E LA HABRA BLVD
#107
LA HABRA
90631
CA

Sample

TOTAL CHECKS: 51
TOTAL VOUCHERS: 1

Report Date: _____

Authorized Signature: _____

DAILY PAYROLL REPORT

Circle one: Mon Tues Wed Thur Fri Sat Sun

Print Name:

Total Regular hours

Total Overtime hours

Total Hours Worked

End Work Time

End Break Time

Start Break Time

End Lunch Time

Start Lunch Time

End Break Time

Start Break Time

Start Work Time

Employee Signature

Weekending Date:

Employee	Start Work Time	Start Break Time	End Break Time	Start Lunch Time	End Lunch Time	Start Break Time	End Break Time	Start Work Time	End Work Time	Total Regular hours	Total Overtime hours	Total Hours Worked	Employee Signature
23. Jarquin, Celerino													
24. Kudinoff, Tim													
25. Lopez, Angel													
26. Luna, Bertha													
27. Macull, Jesus													
28. Maldonado, Eusebio													
29. Mendez, Eduardo													
30. Mooring, Jack													
31. Mooring, Renee													
32. Pacilla, Luis													
33. Pena, Gustavo													
34. Pena, Raul													
35. Perez, Jamie													
36. Ponce, Walter													
37. Quintero, Miguel													
38. Ramirez, Leo													
39. Shaw, Herbert													
40. Sosa, Lorenzo													
41. Torres, Jorge													
42. Torres, Jose													
43. Zuniga, Eloy													
44.													

Sample



Payroll Transmittal

UNITED PACIFIC SERV
Company code: 0NY

Payroll Week 24

Transmission and delivery
Your payroll information is due in to ADP: 06/11/2008 11:00AM
Your payroll will then be delivered on: 06/12/2008

For This Payroll Please verify the following information and report any changes when you transmit your payroll. If you need to make a permanent change or have any questions, call your ADP representative. Acc Team at 877-301-1206

Payroll Dates
Scheduled 06 / 08 / 2008 Pay Date 06 / 13 / 2008
Change to

To change deductions for this period, report all of the available schedule codes you want active for this payroll.

Available schedule codes:
Active this payroll:
Change to:

You may activate or deactivate up to eight individual deduction codes combined.

Activate deduction codes:
Deactivate deduction codes:

Optional Pay Stub Message
To set up pay stub message(s) please contact your ADP representative.

Deduction Code Reference

Schedule Codes	Deductions	Frequency
1	70, 71, 72, 73, 74, 75, 76, 77, 78, 90, 91, 92, 93, 94, 95, 96	Every payroll
2	V, W, X, Y, Z	Every payroll
3	A, 10, 11, 79	Every payroll

Deduction Codes

A	Advance 2	G	Garnishment
V	Checking 1	W	Checking 2
X	Savings 1	Y	Savings 2
Z	Savings 3	10	Adv
11	Garnishment	70	Bankruptcy
71	Tax Levy	72	Tax Levy
73	Garnishment	74	Garnishment
75	Child Support	76	Child Support
77	Child Support	78	Child Support
79	Wage Agreement	90	Bankruptcy %
91	Tax Levy %	92	Tax Levy %
93	Garnishment %	94	Garnishment %
95	Child Support %	96	Child Support %

Management Reports

The following report schedules will be active this period:

V

Earnings Statement



UNITED PACIFICS SERVICES INC
 120 E. LA HABRA BLVD. STE 107
 LA HABRA CA 90631-2310

Period Beginning: 05/26/2008
 Period Ending: 06/01/2008
 Pay Date: 06/06/2008

Taxable Marital Status: Married
 Exemptions/Allowances:
 Federal: 5
 CA: 5

LORENZO SOSA
 [REDACTED]
 [REDACTED]

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	11.8400	32.00	378.88	9,945.60
Overtime	17.7600	6.00	106.56	532.80
Holiday	11.8400	8.00	94.72	568.32
Vacation				378.88
Gross Pay			\$580.16	11,425.60

Other Benefits and Information	this period	total to date
Vacation Bal		81.32

Deductions	Statutory		
Federal Income Tax		-8.98	44.90
Social Security Tax		-35.57	708.39
Medicare Tax		8.44	165.67
CA SUI/SDI Tax		-11.04	91.40
Other			1,299.16
Adv			
Net Pay		\$522.16	

Your federal taxable wages this period are \$580.16

Sample

CO. FILE DEPT. CLOCK NUMBER 070
ONY 000078 000001 0000002246 1

Earnings Statement



UNITED PACIFICS SERVICES INC
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Period Beginning: 05/26/2008
Period Ending: 06/01/2008
Pay Date: 06/06/2008

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 3
CA: 3

ROBERTO HERNANDEZ
[REDACTED]
[REDACTED]
[REDACTED]

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	11.8400	32.00	378.88	10,040.32
Holiday	11.8400	8.00	94.72	568.32
Overtime				26.64
Vacation				236.80
Gross Pay			\$473.60	10,872.08

Other Benefits and Information

	this period	total to date
Vacation Bal		127.88

Deductions	Statutory	
Federal Income Tax	-25.75	589.13
Social Security Tax	-29.36	674.07
Medicare Tax	6.87	157.65
CA State Income Tax	8.27	74.36
CA SUI/SDI Tax	-3.72	86.98
Other		
Adv		211.11
Net Pay		\$404.56

Your federal taxable wages this period are \$473.60

© Samples

CO. FILE DEPT. CLOCK NUMBER 070
ONY 001057 000001 0000002234 1

Earnings Statement



UNITED PACIFICS SERVICES INC.
120 E. LA HABRA BLVD. STE 107
LA HABRA CA 90631-2310

Period Beginning: 05/26/2008
Period Ending: 06/01/2008
Pay Date: 06/06/2008

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 2
CA: 2

CUAUHTEMOC GOMES
[REDACTED]
[REDACTED]

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	11.8400	32.00	378.88	3,125.76
Holiday	11.8400	8.00	94.72	94.72
Overtime				17.76
Gross Pay			\$473.60	3,238.24

Deductions	Statutory		
Federal Income Tax	-35.85		239.40
Social Security Tax	-29.36		200.77
Medicare Tax	-6.86		46.95
CA State Income Tax	0.00		32.48
CA SUI/SDI Tax	3.00		25.91
Other			785.29
Adv			
Net Pay		\$392.66	

Your federal taxable wages this period are \$473.60

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TEAD HERE

0200 ADP Inc

Cover Page / Introduction

Title Page / Acceptance of Conditions

Letter of Transmittal

State of California - Certificate of Status

Certificate of Insurance

Certificate of Merit - City of Los Angeles



UNITED PACIFIC SERVICE, INC.

120 E. La Habra Blvd., Suite 107
La Habra, CA 90631-2310
(562) 691-4600 office (562) 691-8839 fax
COVER LETTER / INTRODUCTION



November 19, 2013

Mr. Gail Farber
Director of Public Works
County of Los Angeles

**RE: REQUEST FOR PROPOSALS - Landscape Maintenance Service for Sewer
Maintenance Division - Malibu Area (2013-PA030)**

Dear Mr. Gail Farber

United Pacific Services, Inc. (UPS) has completed numerous contracts for many Municipalities, Counties and State agencies. During the past forty years I have supervised the completion of over \$92,000,000 in contracts for 85 California municipalities. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. All contracts were completed on time and to specifications. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the company or the owners. In addition, we have never had any claims filed against our General Liability coverage in the past forty years, a perfect record.

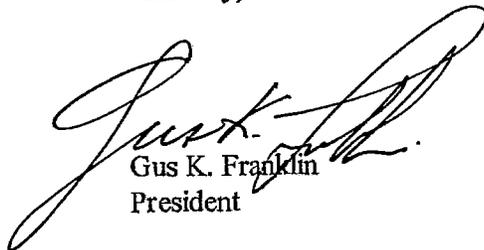
From July of 2012 to June of 2013 we had annual and renewable contracts in progress in the amount of \$5,896,000 per year with a total value of \$23,221,000 which includes the option years with the Cities of Long Beach, Simi Valley, Jurupa Valley, Goleta, Fountain Valley, Hawthorne, Rancho Cucamonga, Vernon, Redondo Beach, Waldomar, Lawndale, Commerce and the Counties of Los Angeles, Riverside and San Bernardino. These contracts include tree trimming, tree planting, tree removal, landscape maintenance and tree inventory using the ArborPro software. If selected by the County of Los Angeles, we will provide the county with crews that have equipment that has been certified and meets all state safety and air quality requirements to complete the tree and landscape maintenance work in a timely and professional manner. Our crews will be supervised by an ISA Certified Arborist and tree trimming will be done by certified I.S.A. Tree Workers. UPS is a state licensed contractor and holds both the C27 (Landscape) and C61 D49 (Tree) state contractors licenses. Both licenses are in good standing with the State of California and bonds have been posted with the State. We have also included in our proposal our QAL license, State of California Pest Control License, Agricultural Pest Control Registration number and our Pest Control Advisor License.

Mr. Gail Farber
County of Los Angeles
Page 2 of 2 pages

In our proposal I have included twenty-nine Government Endorsement Signatures, Nine Government Endorsement Signatures in 2012, Six Governmental Endorsement Signatures rating our company's performance as Excellent in 2004 and Fourteen City Endorsement Signatures. Please review our list of Fifty letters of Recommendation from 1977 to 2008 and seven letters of Recommendation from various Municipalities and County agencies from 2004 to 2010. From the year 2000 to 2013 we have successfully completed over \$45,000,000 in tree and landscape maintenance contracts for various governmental agencies. I have a long history of completing municipal contracts in California which started with my first contract in 1975 with the City of Yorba Linda. Today we are under contract with various cities and county agencies and have many years of experience to support our municipal and county operations. I have included for your review a list of our current County of Los Angeles contracts and the contracts we have completed since 2001. As a matter of interest we have successfully completed sixty-nine county of Los Angeles contracts totaling \$16,369,072 over the past thirteen years this includes the county options to renew. We are currently working on five county contracts for \$1,051,000 per year.

We believe our proven track record of accomplishments and experience in the performance of current and past contracts for the county will provide you with a level of confidence in our ability to successfully pursue this contract with the skills and experience you require and expect. If you have any questions or need additional information, upon review of our bid submittal please do not hesitate to call me at (562) 691-4600 ext. 225.

Sincerely,



Gus K. Franklin
President

**UNITED PACIFIC SERVICES
INCORPORATED
TITLE PAGE**

United Pacific Services, Inc. has reviewed "REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICE FOR SEWER MAINTENANCE DIVISION - MALIBU AREA (2013-PA030) 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 SERVICE FOR SEWER
MAINTENANCE DIVISION - MALIBU AREA
(2013-PA030)**

Responses to be received until

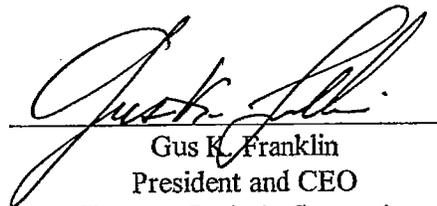
Final submittal Date:

**Wednesday, November 20, 2013
at 5:30 p.m.**

Proposal addressed to:

Mr. Gail Farber
Director of Public Works
County of Los Angeles
900 South Fremont Avenue
Alhambra, CA 91803-1331

Authorized Signature:


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: 11-19-2013

LETTER OF TRANSMITTAL

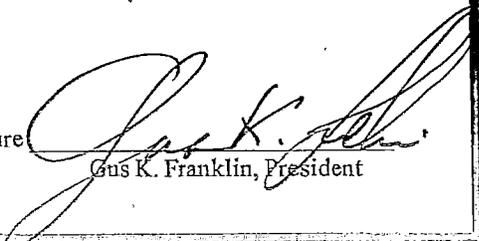
As the President and owner of United Pacific Services, Inc. (UPS) I have supervised the completion of over \$92,000,000 in Tree and Landscaping contracts for eighty-five municipalities, the counties of Los Angeles, Riverside, San Bernardino, San Diego, and Orange. All contracts were completed on time 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 in 2004, nine endorsement signatures in 2012, fourteen City endorsement signatures and color pictures of current and past field operations and a Water Pollution Control Plan. I have also enclosed certifications which include Certified Arborists, Certified Tree Worker, Certified Qualified Applicator and Safety Management 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 that cost over \$3,000,000 to complete any county project on schedule and to specifications.

<u>SENIOR MANAGEMENT STAFF:</u>	<u>Years of Experience</u>	<u>Certifications</u>
1. Gus K. Franklin, President [REDACTED] (562) 691-400 ext. 225 office [REDACTED]	35+	C61 D49 State Contractors License - Tree STATE - QUALIFIER ACRT #03263
2. Eric L. Franklin, Vice President [REDACTED] (562) 691-4600 ext. 226 office [REDACTED]	20+	C27 State Contractors License - Landscape ACRT# 03268 Certified Arborists - I.S.A. WC #2158 QAL #35200 STATE - QUALIFIER
3. Jack Mooring, Vice President [REDACTED] (562) 691-4600 ext. 207 office [REDACTED]	25+	ACRT# 03268 I.S.A. WC# 0905 Certified Arborists - I.S.A. TW #403
4. Tony Gomez, Supervisor [REDACTED] [REDACTED]	25+	Certified Tree Worker - I.S.A TW #1617 ACRT #03269

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: 11-19-2013

Authorized Signature 
Gus K. Franklin, President

**State of California
Secretary of State**

**CERTIFICATE OF STATUS
DOMESTIC CORPORATION**

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

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

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

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

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

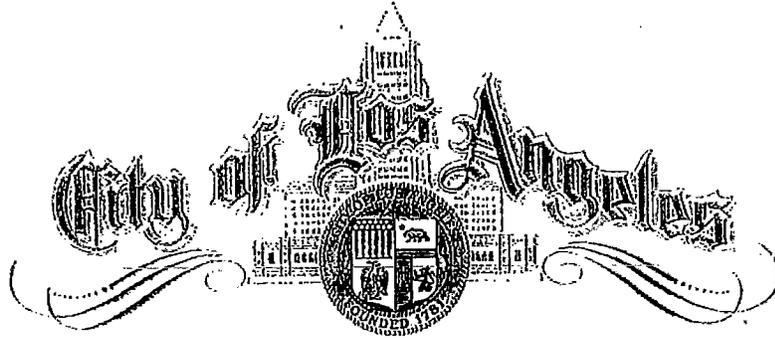
IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
December 12, 2007.



Debra Bowen

DEBRA BOWEN
Secretary of State

Certificate of Merit



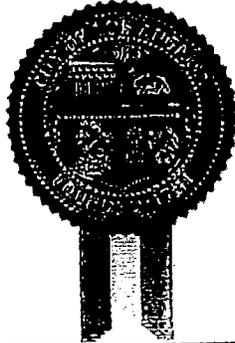
Mayor's Certificate of Appreciation

As MAYOR of the CITY OF LOS ANGELES
I am pleased to recognize the outstanding
activities of the

*United Pacific
Corporation*

THIS MAYORS CERTIFICATE of APPRECIATION
is awarded to your organization for out-
standing efforts and accomplishments which
have been of great benefit to your community
and particularly to the CITY of LOS ANGELES.

Date: February 8, 1991



Tom Bradley
Mayor

County of Los Angeles

Sixty-nine (69) contracts awarded

From 2000 to 2014 sales of \$16,369,072

COUNTY OF LOS ANGELES - CONTRACTS AWARDED - CURRENT & COMPLETED - 69
 UNITED PACIFIC SERVICES, INC. - \$16,369,072 (completed and current)

County of Los Angeles Contracts from the year 2000 to 2014

	Contract Description and Location	Contract
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 - "Coastal 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
37.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2008 / 2009	\$772,000.00
38.	County of Los Angeles - Landscape Maint, Malibu - year 2008 to 2009	\$50,000.00
39.	County of Los Angeles - AsNeeded Emergency Tree Service - year 2008 to 2009	\$394,562.00
40.	County of Los Angeles - Landscape Maint, Montellano Slope - 2008 to 2009	\$29,000.00
41.	County of Los Angeles - Landscape Maint, Montellano Slope - 2009 to 2010	\$29,000.00
42.	County of Los Angeles - Landscape Maint, L.A. River - South Area - 2009 to 2010	\$736,000.00
43.	County of Los Angeles - Landscape Maint, L.A. River - East Area 2009 to 2010	\$60,000.00
44.	County of Los Angeles - Landscape Maint, Dominguez Gap 2010 to 2011	\$256,000.00
45.	County of Los Angeles - Landscape Maint, Malibu - 2009 to 2010	\$75,000.00
46.	County of Los Angeles - As-Needed Emergency Tree Service - 2009 to 2010	\$25,000.00
47.	County of Los Angeles - Landscape Maint, Montellano Slope - 2010 to 2011	\$29,000.00
48.	County of Los Angeles - Landscape Maint, L.A. River - South Area - 2010 to 2011	\$736,000.00
49.	County of Los Angeles - Landscape Maint, L.A. East Area 2010 to 2011	\$60,000.00
50.	County of Los Angeles - Landscape Maint, Dominguez Gap 2011 to 2012	\$256,000.00
51.	County of Los Angeles - Landscape Maint, Malibu - 2010 to 2011	\$75,000.00
52.	County of Los Angeles - As Needed Emergency Tree Service - 2010 to 2011	\$50,000.00
53.	County of Los Angeles - North Area tree maintenance - 2011 to 2012	\$900,000.00
54.	County of Los Angeles - Landscape Maint, Montellano Slope - 2011 to 2012	\$29,000.00
55.	County of Los Angeles - Landscape Maint, L.A. River - South Area - 2011 to 2012	\$736,000.00
56.	County of Los Angeles - Landscape Maint, L.A. East Area 2011 to 2012	\$60,000.00
57.	County of Los Angeles - Landscape Maint, Dominguez Gap 2011 to 2012	\$256,000.00
58.	County of Los Angeles - Landscape Maint, Malibu - 2011 to 2012	\$75,000.00
59.	County of Los Angeles - As Needed Emergency Tree Service - 2011 to 2012	\$50,000.00
60.	County of Los Angeles - Landscape Maint, Montellano Slope - 2012 to 2013	\$25,000.00
61.	County of Los Angeles - Landscape Maint, L.A. River - South Area - 2012 to 2013	\$625,000.00
62.	County of Los Angeles - Landscape Maint, L.A. East Area 2012 to 2013	\$70,000.00
63.	County of Los Angeles - Landscape Maint, Dominguez Gap 2012 to 2013	\$256,000.00
64.	County of Los Angeles - Landscape Maint, Malibu - 2012 to 2013	\$75,000.00
TOTAL		\$15,259,072.00

County of Los Angeles contracts In progress for the year 2013 to 2014

	CURRENT CONTRACTS	AMOUNT
1.	County of Los Angeles - Landscape Maint, Montellano Slope - 2013 to 2014	\$25,000.00
2.	County of Los Angeles - Landscape Maint, L.A. River - South Area - 2013 to 2014	\$625,000.00
3.	County of Los Angeles - Landscape Maint, L.A. East Area 2013 to 2014	\$70,000.00
4.	County of Los Angeles - Landscape Maint, Dominguez Gap 2013 to 2014	\$256,000.00
5.	County of Los Angeles - Landscape Maint, Malibu - 2013 to 2014	\$75,000.00
TOTAL		\$1,051,000.00
TOTAL AMOUNT		\$16,369,072.00

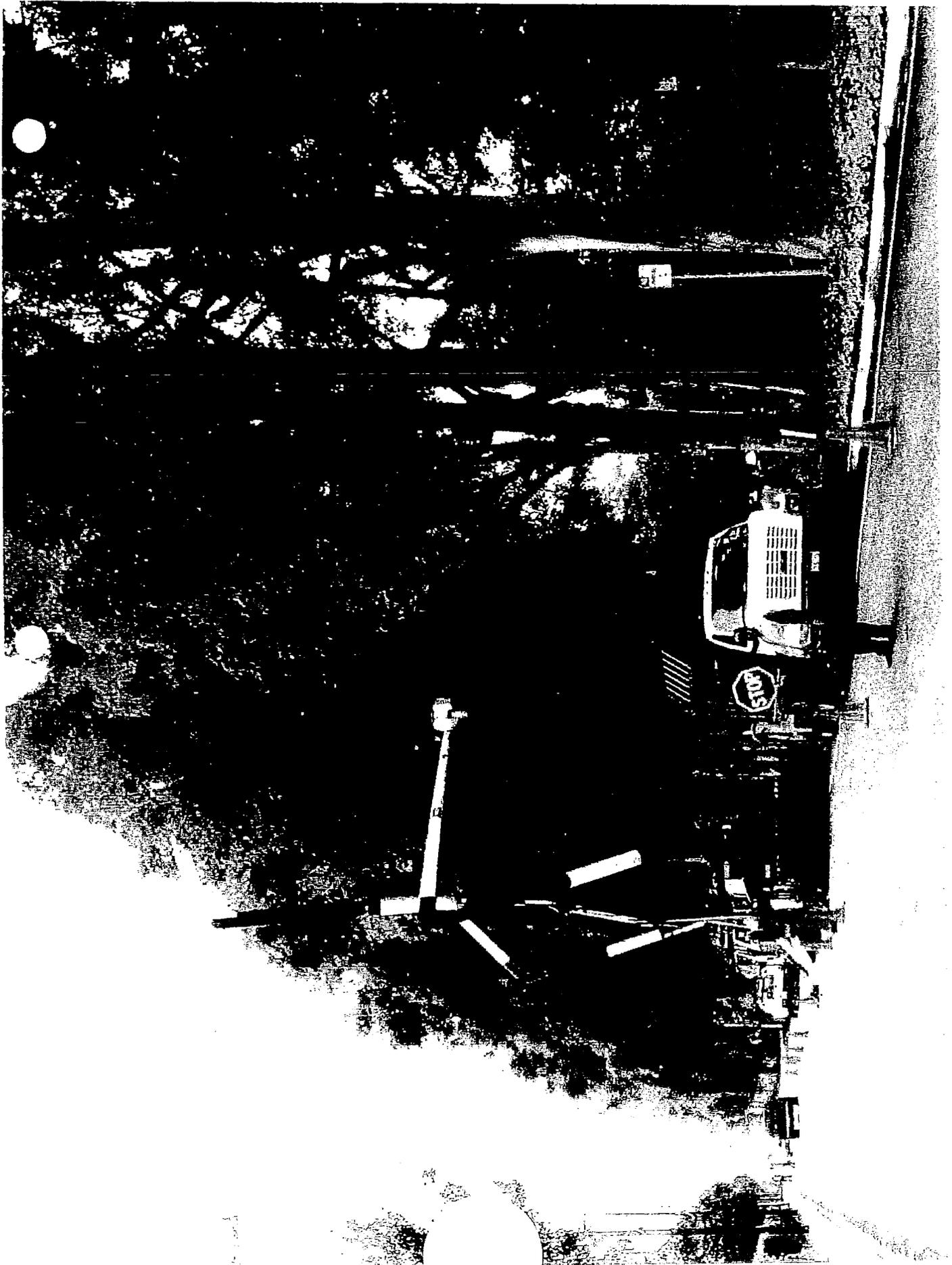
United Pacific Services, Inc.

County of Los Angeles

Contracts - Completed / In Progress
ANNUAL GROSS SALES FROM - 2000 TO 2013
\$16,369,072



ALL CONTRACTS WERE COMPLETED ON TIME AND TO COUNTY OF LOS ANGELES SPECIFICATIONS. UNITED PACIFIC HAS COMPLETED 59 CONTRACTS FOR THE COUNTY SINCE THE YEAR 2000 AND FIVE CONTRACTS ARE CURRENTLY IN PROGRESS.



Stormwater Pollution Control Plan

County of Los Angeles

Stormwater Pollution Control Plan

**County of Los Angeles
Department of Public Works**

Landscape Maintenance

By

**United Pacific Services, Inc.
120 E La Habra Blvd Suite #107
La Habra, CA 90631**

Prepared by: Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI



Safety Training Specialists, Inc.

(800) 794-7233 ♦ FAX (626) 914-5901 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981

United Pacific Services, Inc.

Stormwater Pollution Protection Plan

Table of Contents

1. **Certification**
2. **Policy**
3. **Assignment of Responsibility**
4. **Scope of Program**
5. **Recordkeeping**
6. **Daily Field Inspection Checklist**
7. **Stormwater Pollution Prevention Methods**
8. **Worker Training Policy**
9. **Training Attendance Record**
10. **Student Handbook**
11. **General Review Questions**
12. **Copy of Training Certificates**

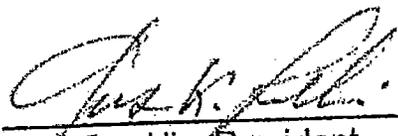
Certification

The Stormwater Pollution Prevention Plan has been prepared for the County of Los Angeles Department of Public Works.

The plan is designed to meet the applicable requirements and standards of a Stormwater Pollution Prevention Plan, pursuant to guidelines established by the State of California, State Water Resource Control Board under direction of the United States Environmental Protection Agency (USEPA) pursuant to Title 40 of the Federal Regulations (CFR) Parts 122, 123 and 124.

Additionally, upon the request of the County of Los Angeles, United Pacific Services, Inc. will make the necessary changes to the Stormwater Pollution Prevention Plan required to maintain its effectiveness.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision and are, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.



Gus Franklin, President
UNITED PACIFIC SERVICES, INC.

07-31-08
Date

Stormwater Pollution Prevention Program Policy

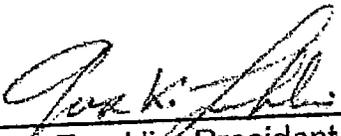
United Pacific Services, Inc. is a responsible California corporation committed to the protection of our state's precious natural resources by incorporating work procedures in its municipal, county, state and federal contracts.

United Pacific Services, Inc. will implement, maintain and monitor for effectiveness, a stormwater and non-stormwater and best management practices pollution prevention program.

United Pacific Services, Inc. will comply with all of the applicable County of Los Angeles policies, procedures, methods, and techniques necessary for the protection of the environment and water resources.

Additionally, United Pacific Services, Inc. will comply with all other local, state, county and federal regulations as set forth by the State of California Water Resources Control Board.

Furthermore, United Pacific Services, Inc. will follow the appropriate and applicable methods as indicated in the State of California – Caltrans Construction Site Best Management Practices manual.



Gus Franklin, President
UNITED PACIFIC SERVICES, INC.

07-31-08
Date

Assignment of Responsibility

The overall responsibility for the effective implementation and maintenance of the Stormwater Pollution Prevention Plan belongs to Gus Franklin, President of United Pacific Services, Inc.

The daily implementation and monitoring of the plan will be the responsibility of the following trained supervisors:

Gus Franklin
Jack Mooring
Eric Franklin

Tony Gomez
Leo Ramirez
Johnny Atkins

A Stormwater Pollution Prevention team is to be formed. The Pollution Prevention team is responsible for developing, implementing, maintaining and revising the Stormwater Pollution Prevention Plan. The respective responsibilities are summarized as follows:

- **Employee Trainer** – The Safety/Training Special Projects Officer is responsible for the employee training program including preparation of training documents and materials, and scheduling, coordinating and conducting training sessions.
- **Site Inspector** – The Safety Training/Special Projects Officer is responsible for conducting annual site inspections and preparing site inspection documentation.
- **Record Keeper** – The Safety Training/Special Projects Officer is responsible for archiving all documents associated with the Stormwater Pollution Prevention Plan including the site map, inspection reports, and spill reports.

Scope of Stormwater Pollution Prevention Program

United Pacific Services, Inc.'s Stormwater Pollution Prevention Program applicability is narrow in scope and limited to the prevention of discharge of pollutants into the County of Los Angeles storm drains and sewer systems, while performing landscape maintenance operations.

Therefore, the other standard specifications typically required in a Stormwater Pollution Prevention Program plan are applicable to the type of work performed by United Pacific Services, Inc. on the public streets and thoroughfares and channel right-of-ways of the County of Los Angeles.

Stormwater Pollution Prevention Program

United Pacific Service, Inc. will adhere to the County of Los Angeles contractor standards applicable to the company's scope of work. This will include, but not be limited to the following work practices:

1. Follow and maintain stormwater pollution prevention program best management practices to prevent stormwater and non-stormwater debris from tree cutting and trimming operation to landscape maintenance operations.
2. Perform daily field worksite inspections utilizing the written checklist.
3. Maintain a safe work environment to protect public and workers.
4. Report any vandalism, missing or damaged equipment of signs, hazards, potential hazards, or transient camps observed in the project sites, immediately upon such observation.
5. Maintain all project sites with a crisp, clean appearance at all times, using quality equipment, materials, and highly trained staff. All work shall be performed in a professional manner pursuant to these specifications.
6. Maintain a Daily Activities Log and communicate daily with County staff.
7. Provide fully equipped, skilled and well-trained staff, with licensed and/or certified Supervisors as required to handle the contract.
8. Modify or curtail certain tasks at the direction of the Maintenance Superintendent to accommodate other activities/operations.
9. Report any unlawful discharges of hazardous materials to the City's 911 system.

Recordkeeping

A copy of the stormwater pollution prevention program manual will be kept at United Pacific Services, Inc.'s corporate headquarters in La Habra, CA.

Copies of the stormwater pollution prevention program plan and the field daily inspection will be maintained at the field operations facility in South Gate, CA.

United Pacific Services, Inc.

Stormwater Pollution Prevention Program Daily Field Inspection Checklist

County of Los Angeles

Location: _____
Name: _____ Date: _____

<u>Criteria</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Worker safety meeting to include applicable SWPPP/Best Management Practice applicable to work location.			
2. Visible evidence of hazards or hazardous materials or contaminants			
3. Storm drains effectively protected to prevent stormwater and non-stormwater miscellaneous debris, etc. from entering.			
4. Sewer manholes covered to prevent debris from entering the sewer system.			
5. Generated debris removed regularly.			
6. Work area left neat and clean.			
7. Employees informed of the importance of good housekeeping.			
8. Vehicles and equipment at the worksite visually inspected for fuel, lubricant or any other fluid leaks.			
9. Emergency notification to County made for any significant observation or emergency. Date: _____ Time: _____ Report made to (name): _____ Action taken: _____			
10. Additional comments: _____ _____ _____			

Stormwater Pollution Prevention Methods

United Pacific Service, Inc. will utilize the following methods and techniques in applicable situations in order to prevent stormwater, non-stormwater and other discharges from entering sewers and storm drains including flood control channels.

Storm water is the runoff that results from rain falling on roadways, parking areas, roofs, disturbed soil, fueling areas, equipment, oil, solvent, waste storage areas, material piles, and other exposed areas. The runoff may transport pollutants to surface drainage systems and from there to storm drains or flood control channels.

The quality of storm water runoff from the facility is influenced by the materials and activities occurring on the facility which are exposed to rain. Storm water may contribute to the degradation of water quality in tributaries, rivers and the Pacific Ocean.

Pollutants that can potentially occur in storm water runoff and other discharges draining the facility include:

- Sediments or solids (dirt)
- Biological Oxygen-demanding materials
- Hydrocarbons (petroleum products, diesel fuel)
- Floatables (trash and debris)

Worker Training Policy

United Pacific Services, Inc. will coordinate, schedule and conduct stormwater pollution prevention and best management practices a minimum of once per year.

The purpose of this annual training is to review important policies, procedures, and techniques in order to maintain an effective stormwater pollution prevention plan.

Furthermore, as part of the training, the daily field inspections will be reviewed to make any required and necessary improvements to the training program.

Additionally, field crew supervisors will conduct tail-gate meetings on the work site to remind all workers of the importance of stormwater pollution prevention strategies and how they pertain to the County of Los Angeles Flood channels.

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.sfsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Leo Ramirez

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631



Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

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www.sisosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Johnny Atkins

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631



Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsasha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Jack Mooring

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Frank J Pedraza

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Tony Gomez

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

**United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631**



Course Director

**Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI**

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Eric Franklin

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

United Pacific Services
120 E La Habra Blvd
La Habra, CA 90631

Frank J Pedraza

Course Director

Frank J Pedraza,
RSO, RSA, RSM, CHSI, EMT, CHMI

800 794-7233

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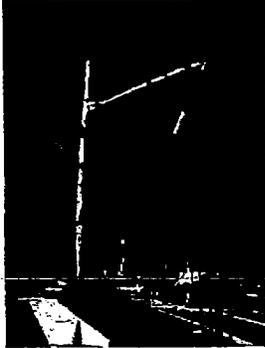
Fifty (50) Letters of Recommendation

From

1977 to 2008 (31 year period)

\$75,000,000 million in contracts completed

Gus K. Franklin
Fifty Letters of Recommendation
31 year period - 1977 to 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 \$75,000,000 dollars for 75 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 Sartain*



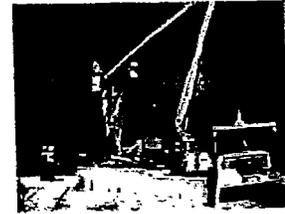
3. Orange County Sanitation District, November 7, 2006

"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

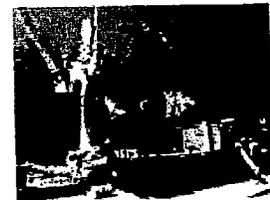
"On behalf of the City of Highland residents and staff, I would like to extend our sincere appreciation to United Pacific for the excellent work they have done in weed abatement and tree trimming services for the City. Also, for the services at no cost performed at City Hall and on City owned properties 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 Brackin



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".

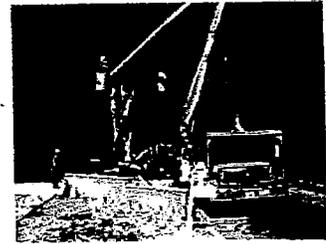
Christopher L. Sorensen, Mayor Christopher L. Sorensen



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 than 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".

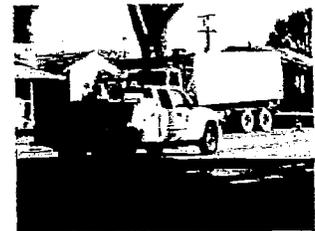
Joseph S. Schenk, Director of Public Works Joseph S. Schenk



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 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



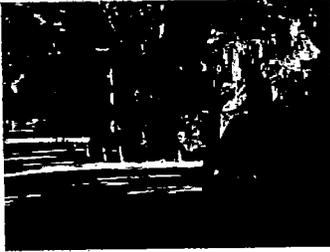
27. Sequoia Forest Industries, February 12, 1990.

"United Pacific's state-of-the-art 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



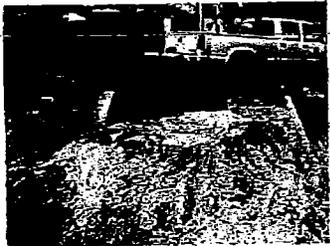
28. City of West Hollywood, October 14, 1985.



"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.



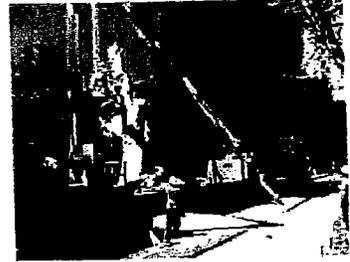
"On behalf of the LAOOC Architecture and Construction Department, Ed Keen, Dan Stewart and I want you to know how grateful we are for your contribution in creating the biggest event in our lifetime. Because we all worked together as a team, we succeeded. All of our efforts have resulted in each of us 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".

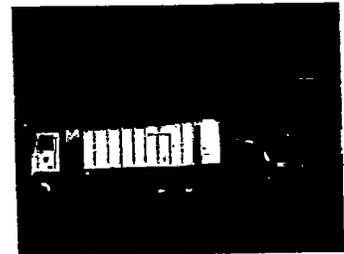
Terry J. Hatter, Jr., Judge United States District Court Terry J. Hatter, Jr.



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".

Madeline 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.

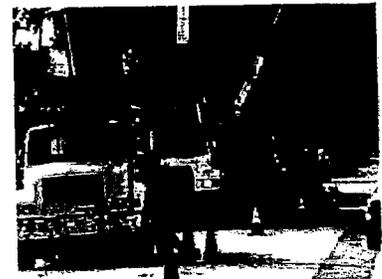
"The manner in which Mr. Franklin coordinated the scheduling, performed the trimming and clean-up was very satisfactory. Mr. Franklin's method of utilizing a street sweeper after trimming both expedited the clean-up and made a good impression for public relations. In addition, their efficient method of operation created no citizen complaints".



David L. Christensen, Field Supervisor/Parkway Maintenance David L. Christensen

43. City of Whittier, September 2, 1981.

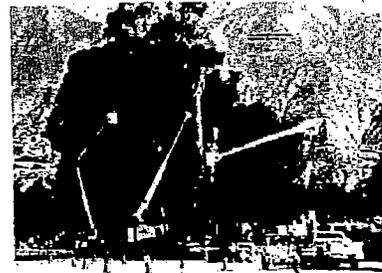
"During the time that they have been under contract, they have handled the public contacts well. The company has always had the necessary bonding. The jobs have been completed in the required time. The specification for trimming has been followed as required in the contracts".



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".



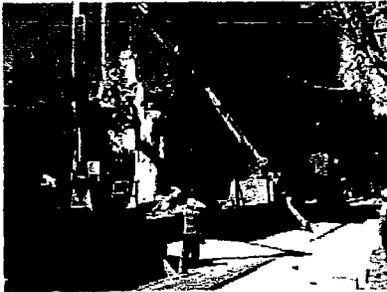
Kathy A. Greco, Community Services, Development Coordinator Kathy A. Greco



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".

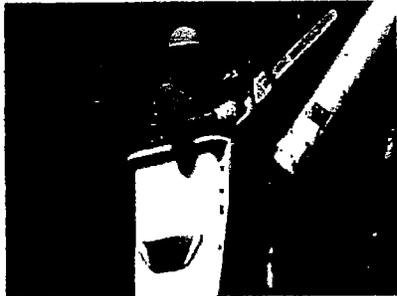
Fred L. Morgan, P.E., Director Fred L. Morgan



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.

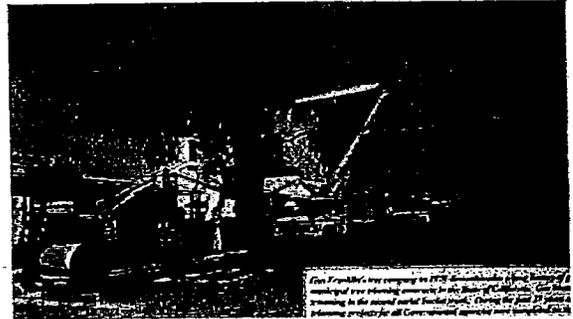
"All tree work performed by Mr. Gus Franklin was most satisfactory, and completed well within the time called for in the contracts".



Joseph L. Louthan, Superintendent Joseph L. Louthan

50. City of La Habra, December 5, 1977.

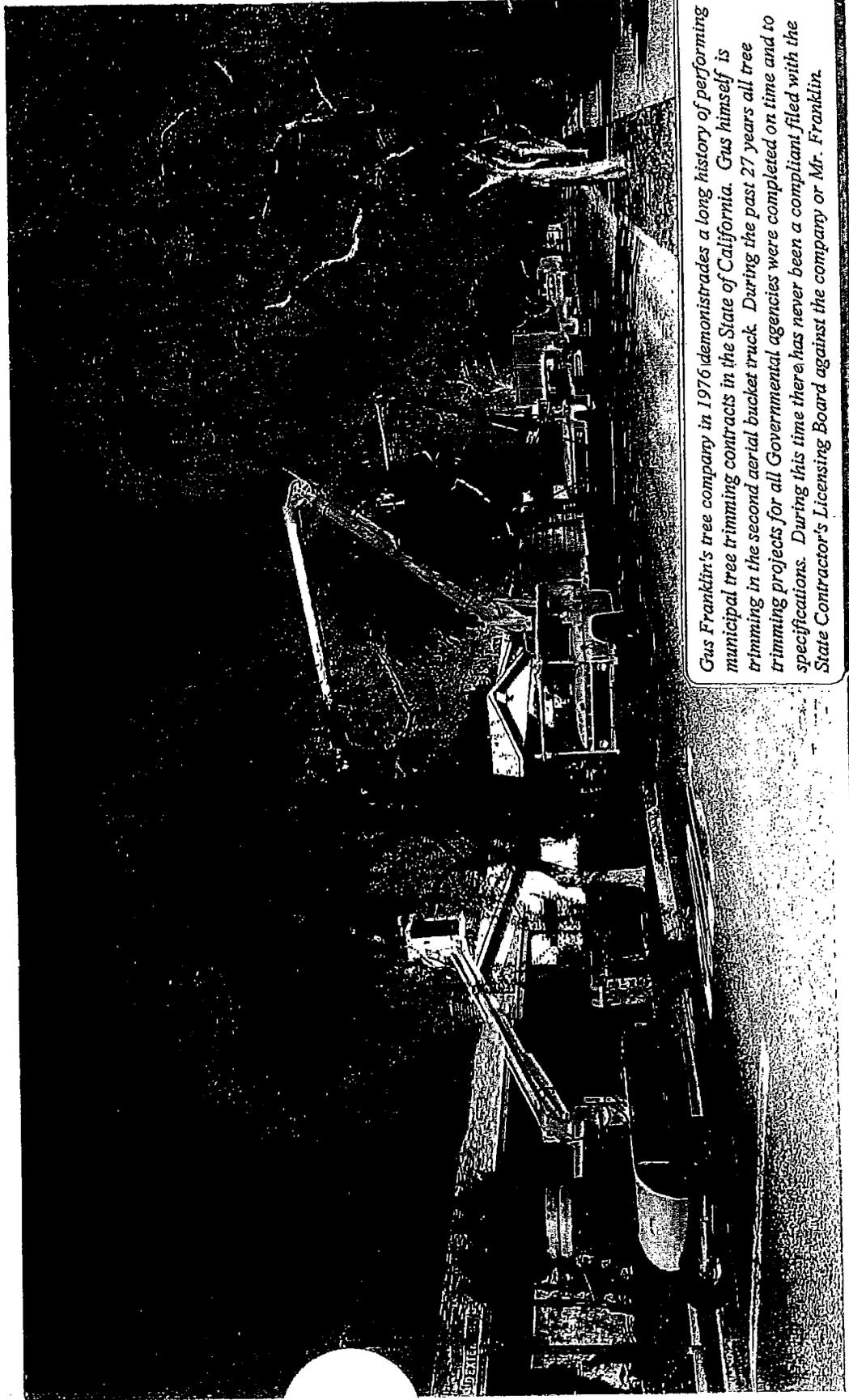
"This is to verify that the Tree Company under the ownership of Gus Franklin has done (2) contracts for us this year, consisting of a total of 640 trees, trimmed to our specification. All work performed by this Company was done to our specifications and to our satisfaction".



Manuel F. Torres, Tree Maint. Foreman Manuel F. Torres

The following picture demonstrates a long history of performing municipal tree maintenance for the City of La Habra. This picture was taken in 1976 and shows the trimming of elm trees on Dexter street in the city of La Habra. This contract was supervised by Manuel Torres the City's Tree Supervisor. I have had the pleasure of living in the City for over twenty (20) years and currently reside at 1740 North Hills Drive.

CITY OF LA HABRA - 1976



Gus Franklin's tree trimming company in 1976 demonstrates a long history of performing municipal tree trimming contracts in the State of California. Gus himself is trimming in the second aerial bucket truck. During the past 27 years all tree trimming projects for all Governmental agencies were completed on time and to specifications. During this time there has never been a complaint filed with the State Contractor's Licensing Board against the company or Mr. Franklin.

Government References

List of six (6) City and County References

List of fourteen (14) contracts (\$23,221,000)

REFERENCE LIST

On the form below, list all of the cities, counties, and other public agencies for which the Proposer has provided tree trimming services during the past five (5) years. Include all in force contracts as well as expired contracts during the past five (5) years. Also include the name and telephone number of each agency's contact person. Submit additional sheets if necessary.

<u>City of Simi Valley</u>	
Agency Name	
2008 - 2014	\$2,400,000
Start—End Date of Contract	
<u>Kurt Dahlgren</u>	
Contact Person	
(805) 583-6418	
Contact Number	

<u>City of Rancho Cucamonga</u>	
Agency Name	
2009 - 2013	\$2,200,000
Start—End Date of Contract	
<u>Anthony Albano</u>	
Contact Person	
(909) 477-2730 Ext. 4115	
Contact Number	

<u>City of Long Beach</u>	
Agency Name	
2010 - 2013	\$525,000
Start—End Date of Contract	
<u>Oscar De Leon</u>	
Contact Person	
(562) 577-8437	
Contact Number	

<u>City of Fountain Valley</u>	
Agency Name	
2009 - 2013	\$900,000
Start—End Date of Contract	
<u>Dale Schuck</u>	
Contact Person	
(714) 593-4605	
Contact Number	

<u>County of Riverside</u>	
Agency Name	
2011 - 2016	\$1,250,000
Start—End Date of Contract	
<u>Mark Hughes</u>	
Contact Person	
(951) 830-6860	
Contact Number	

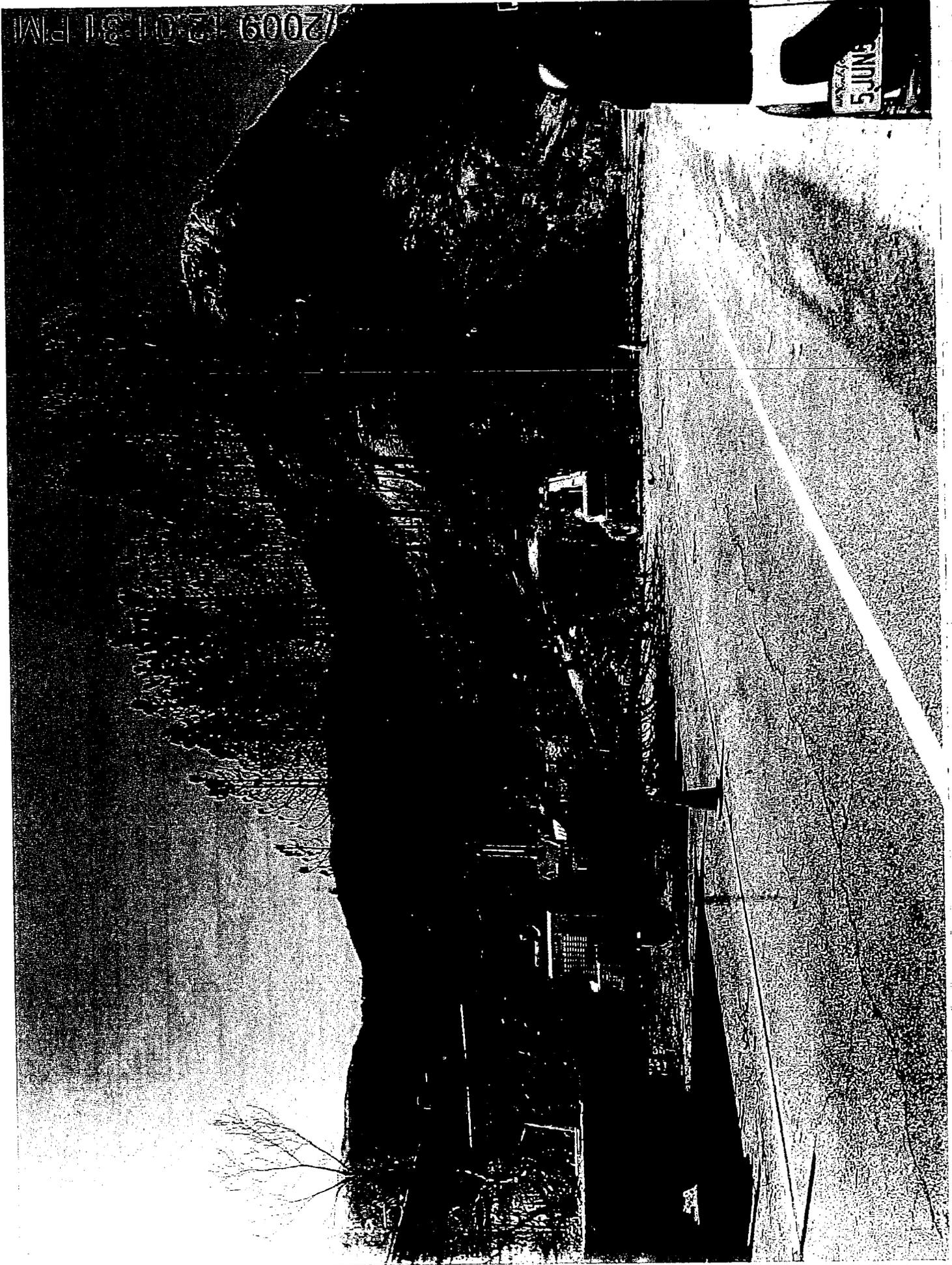
<u>County of Los Angeles</u>	
Agency Name	
2011 - 2012	\$920,000
Start—End Date of Contract	
<u>Nathan Birdwell</u>	
Contact Person	
(626) 695-8191	
Contact Number	

UNITED PACIFIC SERVICES, INC. July 1, 2012 **GOVERNMENT REFERENCES**

No.	GOVERNMENT CONTRACTS	AMOUNT PER YEAR	TOTAL AMOUNT	CONTACT	Contract period	Phone Number	ADDRESS	TYPE OF WORK
1.	CITY OF Simi Valley (2 years + 4-option years)	\$400,000	\$2,400,000	Kurt L. Dahlgren	2008 to 2014	(805) 583-6418	500 W. Los Angeles Avenue Simi Valley, CA 93065	TREE MAINTENANCE
2.	CITY OF RANCHO CUCAMONGA (Annual contract renewed each yr.)	\$650,000	\$1,650,000	Anthony Albano	2009 to 2013	(909) 477-2730 ext. 4115	9153 Ninth Street Rancho Cucamonga, CA 91729	TREE MAINTENANCE
3.	COUNTY OF LOS ANGELES (1 year + 6-option years - South)	\$625,000	\$4,375,000	Del Ortega	2009 to 2016	(562) 861-0316	5525 East Imperial Hwy South Gate, CA 90280	TREE MAINTENANCE LANDSCAPE MAINTENANCE
4.	COUNTY OF LOS ANGELES (1-year contract)	\$2,000,000	\$2,000,000	Nathan Birdwell	2011 to 2012	(826) 695-8191	900 South Fremont Ave Alhambra, CA 91803	TREE MAINTENANCE
5.	CITY OF HAWTHORNE (3-year contract)	\$110,000	\$330,000	Corrine Strega	2010 to 2013	(310) 349-1662	4455 West 126th Street Hawthorne, CA 90230	TREE MAINTENANCE
6.	CITY OF LONG BEACH (3-year contract)	\$175,000	\$525,000	Oscar Delson	2010 to 2013	(562) 577-8437	2760 Studebaker Road Long Beach, CA 90815	TREE MAINTENANCE
	CITY OF SIMI VALLEY (2-years + 6-option years)	\$370,000	\$2,960,000	Kurt L. Dahlgren	2011 to 2019	(805) 583-6418	500 W. Los Angeles Avenue Simi Valley, CA 93065	TREE MAINTENANCE
	COUNTY OF LOS ANGELES (1 year + 6-option years - D. Gap)	\$256,000	\$1,792,000	Del Ortega	2010 to 2017	(562) 861-0316	5525 East Imperial Hwy South Gate, CA 90280	TREE MAINTENANCE LANDSCAPE MAINTENANCE
9.	COUNTY OF RIVERSIDE (5 year contract)	\$675,000	\$3,375,000	Mark Hughes	2011 to 2016	(951) 830-8860	4080 Lemon Street, 8th floor Riverside, CA 92501	TREE MAINTENANCE
10.	CITY OF REDONDO BEACH (4 years + 4 year option)	\$195,000	\$1,560,000	Joe Lodinsky	2011 to 2019	(310) 318-0686	1513 Benji Street Redondo Beach, CA 90277	TREE MAINTENANCE
11.	COUNTY OF LOS ANGELES (5-year contract - Malibu)	\$72,000	\$360,000	Jeff Bouse	2008 to 2014	(626) 300-3373	900 South Fremont Ave Alhambra, CA 91803	TREE MAINTENANCE LANDSCAPE MAINTENANCE
12.	CITY OF FOUNTAIN VALLEY (3-year contract)	\$223,000	\$669,000	Jeff Holm	2010 to 2013	(714) 593-4617	10200 Slater Avenue Fountain Valley, CA 92708	TREE MAINTENANCE
13.	COUNTY OF LOS ANGELES (5-year contract - East Area)	\$70,000	\$350,000	Eran Lomas	2009 to 2014	(626) 445-7630	900 South Fremont Ave Alhambra, CA 91803	TREE MAINTENANCE LANDSCAPE MAINTENANCE
14.	CITY OF GOLETA (5-year contract)	\$175,000	\$875,000	Bill Millar	2010 to 2015	(805) 968-8848	6735 Hollister Ave Goleta, CA 93117	TREE MAINTENANCE
TOTAL		\$5,896,000	\$23,221,000					

7/2009 12:01:31 P.M.

5 JUNE



Assigned Crew

Qualifications and Experience

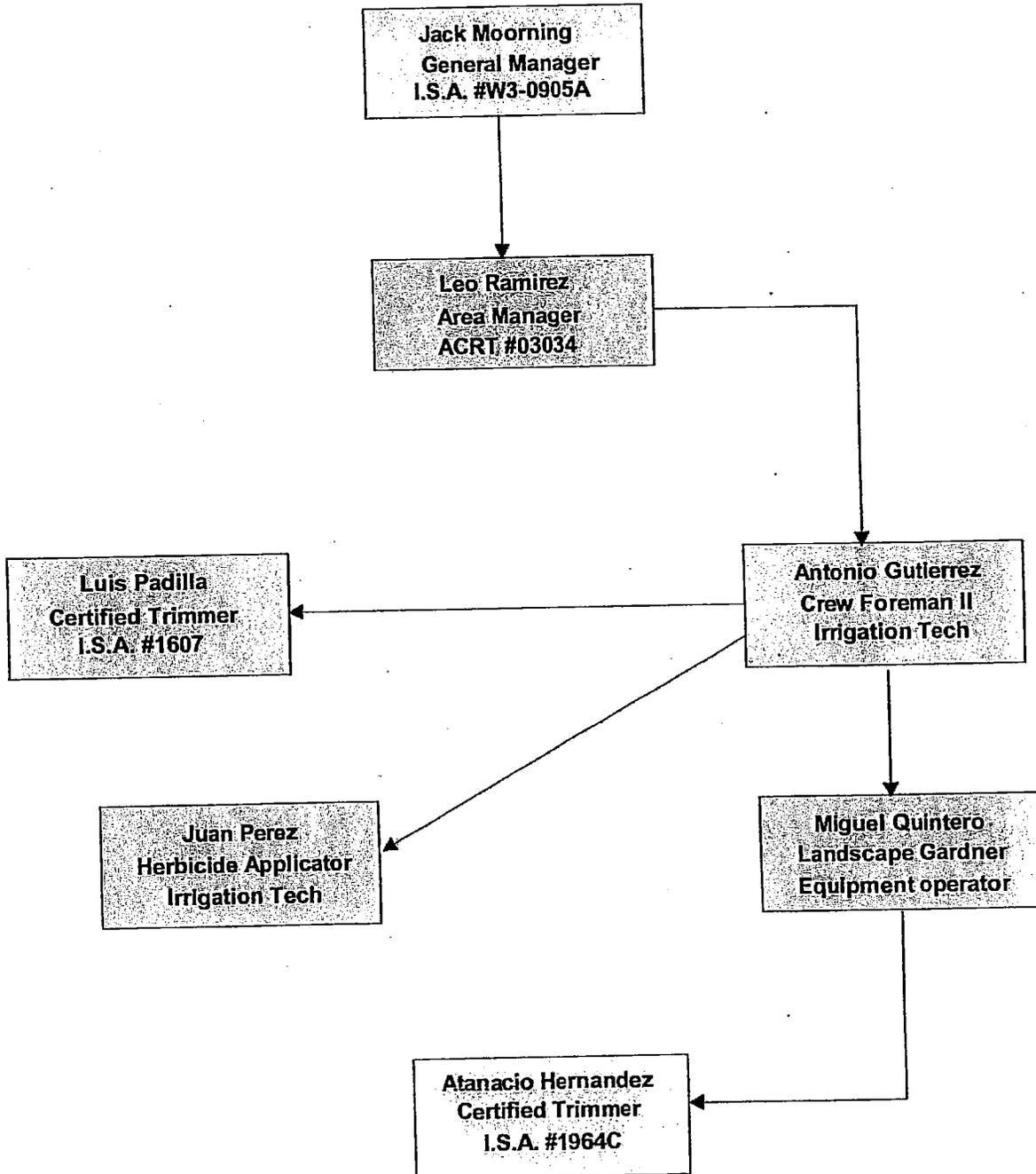
EMPLOYEE QUALIFICATIONS / EXPERIENCE

UNITED PACIFIC SERVICES, INC.

NAME OF CONTRACT: Landscape Maintenance Service for Sewer Maintenance Division - Malibu Area (2013-PA030)

	NAME OF EMPLOYEE	TITLE	YEARS OF EXPERIENCE	NAME OF CONTRACT	AMOUNT OF CONTRACT	TYPE OF WORK	YEAR
1.	<p>Jack Mooring Cell # 562-254-1196 I.S.A. #W3-0905A - Arborists I.S.A. #403 - Tree Worker ACRT. #03268 - Electrical</p>	General Manager	35	<ol style="list-style-type: none"> 1. City of Long Beach Queensway Bay 2. County of Los Angeles - As- Needed Tree Maintenance 3. Orange County Sanitation District 4. City of Simi Valley 5. San Diego Port District 6. County of Riverside 	<p>475,000 per year for three (3) years total 1,425,000</p> <p>377,000 for 2009 Emergency Tree Work</p> <p>200,000 per year for five (5) years total 1,000,000</p> <p>400,000 per year total 800,000</p> <p>225,000 per year total 875,000</p> <p>375,000 per year</p>	<p>Landscape & Tree maintenance</p> <p>Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Tree maintenance</p> <p>Tree maintenance</p> <p>Tree maintenance</p>	<p>2002 to 2010 (7 years)</p> <p>2002 to 2010 (8 years)</p> <p>2004 to 2009 (5 years)</p> <p>2008 to 2010 (2 years)</p> <p>2005 to 2010 (5 years)</p> <p>2005 to 2010 (5 years)</p>
2.	<p>Leo Ramirez Cell # 562-254-3158 ACRT #03034 CPR 04-10-2004 First Aid 04-10-2004 Confined Space 07-15-03 Irrigation Tech II Landscape Gardener I</p>	Supervisor (Area Manager)	22	<ol style="list-style-type: none"> 1. Landscape Maintenance - South area - County of Los Angeles 2. Landscape Maintenance Coastal Spreading Grounds Rio Hondo & San Gabriel - County of Los Angeles 3. Landscape Maintenance L.A. River/Compton Creek/ Rio Hondo - County of L.A. 4. Landscape Maintenance L.A. River/Rio Hondo - County of Los Angeles 	<p>772,000 per year for five (5) years total 3,860,000</p> <p>156,000 per year for three (3) years total 468,000</p> <p>363,200 per year for three (3) years total 1,089,600</p> <p>353,175 per year for three (3) years total 1,059,525</p>	<p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p>	<p>2005 to 2008 (3 years)</p> <p>2005 to 2007 (3 years)</p> <p>2001 to 2004 (3 years)</p> <p>2001 to 2004 (3 years)</p>
3.	<p>Anthony Gutierrez Cell #562-244-2832 CPR 08-10-2004 First Aid 04-10-2004 Irrigation Tech II Landscape Gardener I</p>	Crew Foreman I Tree / Landscape	24	<ol style="list-style-type: none"> 1. Orange County Sanitation District 2. Landscape Maintenance L.A. River/Compton Creek/ Rio Hondo - County L.A. 3. Landscape Maintenance L.A. River/Rio Hondo County of Los Angeles 	<p>772,000 per year for five (5) years total 3,860,000</p> <p>363,200 per year for three (3) years total 1,089,600</p> <p>353,175 per year for three (3) years total 1,059,525</p>	<p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p> <p>Landscape & Tree maintenance</p>	<p>2004 to 2009 (5 years)</p> <p>2001 to 2004 (3 years)</p> <p>2001 to 2004 (3 years)</p>
4.	<p>Juan Perez Landscape Gardener II Irrigation Tech II Herbicide Applicator II</p>	Assistant Crew Foreman	18	<ol style="list-style-type: none"> 1. County of Los Angeles Landscape Maintenance South Area 2. County of Los Angeles Montellano Slope 3. County of Los Angeles Malibu Area 4. County of Los Angeles East Area 	<p>772,000 per year for five (5) years total 3,860,000</p> <p>28,000 per year for three (3) years total 84,000</p> <p>70,000 per year total 140,000</p> <p>46,000 per year</p>	<p>Landscape maintenance</p> <p>Landscape maintenance</p> <p>Landscape maintenance</p> <p>Landscape maintenance</p>	<p>2008 to 2010 (2 years)</p> <p>2009 to 2010 (1 years)</p> <p>2009 to 2010 (2 years)</p> <p>2009 to 2010 (1 year)</p>
5.	<p>Miguel Quintero Landscape Gardener II</p>	Gardener II	19	<ol style="list-style-type: none"> 1. County of Los Angeles Landscape Maintenance South Area 2. City of Long Beach Landscape Maintenance 3. Orange County Sant. Dist. Landscape Maintenance 	<p>772,000 per year for five (5) years total 3,860,000</p> <p>500,000 per year for four years total 2,000,000</p> <p>200,000 per year for five (5) years</p>	<p>Landscape maintenance</p> <p>Landscape maintenance</p> <p>Landscape maintenance</p>	<p>2002 to 2010 (8 years)</p> <p>2004 to 2006 (2 years)</p> <p>2007 to 2008 (1 year)</p>

County of Los Angeles
Assigned Crew - Malibu Area



United Pacific Services, Inc.

**CITY OF LONG BEACH
YEAR - 2001**



- ◆ **United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract awarded to United Pacific. The annual budget for this contract is \$75,000 per year.**

LICENSES

State Contractors License

QAL - Qualified Applicators License

State of California Pest Control Business License

Agricultural Pest Control Registration Number

Pest Control Advisor License



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **790590**

Entity: **CORP**

Business Name: **UNITED PACIFIC SERVICES INC**

Classification(s): **C27 C61/D49**

Expiration Date: **01/31/2015**

www.csib.ca.gov



County of Los Angeles

No. 4000197

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2013

Name: UNITED PACIFIC SERVICES, INC. 602 COLLETON

Address: 3529 ELLERS STREET NORTH GATE 90240

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11729 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
- (B) Landscape Maintenance
- (C) Rights of Way
- (D) Plant Quarantine
- (E) Foliage
- (F) Aquatic
- (G) Regulation
- (H) Seed Treatment
- (I) Microbiological
- (J) Animal Agriculture
- (K) Demonstration and Research
- (L) Flea/Tick Control
- (M) Vector Control (Swarm of Flies and C. Fleas)
- (N) Aquatic Pests (Swarm of Flies)
- (O) Field Fruit (Swarm of Flies)
- (P) Field Fruit (Swarm of Flies)
- (Q) Field Fruit (Swarm of Flies)
- (R) Maintenance Control

Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: December 31, 2012

STATE OF CALIFORNIA
SANTA ANA COUNTY
SANTA ANA COUNTY

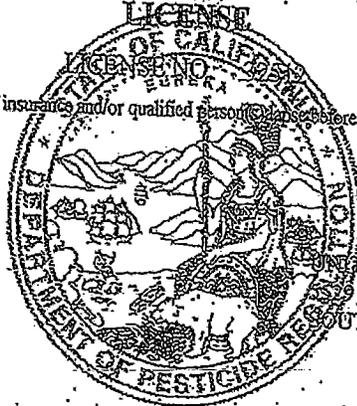


CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2012
EXPIRES: December 31, 2013

PEST CONTROL BUSINESS MAIN



Invalid if insurance and/or qualified person license expires before expiration date.

Mailing Address

UNITED PACIFIC SERVICES, INC.
5529 LEEDS ST
SOUTH GATE, CA 90280

Business Location

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

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business.



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE
01/01/2013

VALID THROUGH
12/31/2014

QAL 101277
ERIC L FRANKLIN
120 E LA HABRA BL STE 107
LA HABRA CA 90631-2310

BC



AGRICULTURAL PEST CONTROL ADVISER LICENSE



**DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM**



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE

01/01/2011

VALID THROUGH

12/31/2012

PCA 75390

ABEF

KENNETH O KELLY

26791 BARONET

MISSION VIEJO CA 92692



United Pacific Services, Inc.

MEMBERSHIPS



United Pacific Services, Inc.

is a recognized member
in good standing during

2012



CECA President



Executive Director



CALIFORNIA
LANDSCAPE
CONTRACTORS
ASSOCIATION

Government Endorsement Signatures
and
List of fifty letters of Recommendation

Nine (9) Government Endorsement Signatures for 2012

Six (6) Government Endorsement Signatures for 2004

Fourteen (14) City - Endorsement Signatures

1984 Summer XXIII Olympic Games Certificate of Merit

UNITED PACIFIC SERVICES, INC.

Gus K. Franklin, President.



I have been contracting with various cities and counties for tree maintenance work since 1971. For over forty years I have successfully supervised the completion of contracts for 85 municipalities and county agencies at a value exceeding \$92,000,000 dollars. During this time period all contracts were completed on time and to specifications. I have never been charged liquidated damages nor have any claims been filed against my General Liability Insurance. We look forward to adding new clients to our list of satisfied government agencies. Please review the following partial list of our municipal and county clients for

2012 below. I have also received 10 Government Endorsement Signatures rating United Pacific as excellent in 2004 and 14 City Endorsement Signatures in 1981 (see historical information).

GOVERNMENT RECOMMENDATIONS - Year 2012

The following Government Employees certify that United Pacific Services, Inc. (UPS) has completed all contracts on time and to specifications. They recommend our company as a qualified and knowledgeable firm in the execution of GOVERNMENT tree trimming and removal contracts. We have all the necessary equipment to complete the work in a timely manner and meet contract deadlines. For additional information please contact the listed phone numbers below.

Municipalities and County Agencies

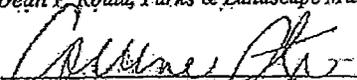
1.) City of Long Beach
(562) 577-8490


Theresa Macejka, Park Maint. Supervisor

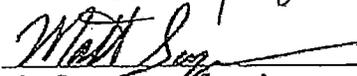
2.) City of Rancho Cucamonga
(909) 477-2730 ext. 4137


Dean P. Rodia, Parks & Landscape Maint. Superintendent

3.) City of Hawthorne
(310) 349-1662


Corrine Strega, Park Maintenance Supervisor

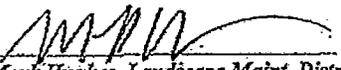
4.) County of Riverside
(951) 955-6899


Matt Sayre, Contract Supervisor

5.) City of Fountain Valley
(714) 593-4605


Dale A. Schuck, General Services Manager

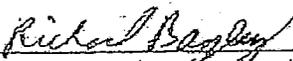
6.) County of Riverside
(951) 830-6860


Mark Hughes, Landscape Maint. District (LMD) Supervisor

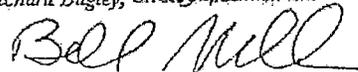
7.) City of Long Beach
(562) 577-8437


Oscar DeLeon, Contract Monitor

8.) City of Jurupa Valley
(951) 332-6464


Richard Bagley, Street Superintendent

9.) City of Goleta
(805) 968-6848


Bill Millar, Public Works Manager

UNITED PACIFIC SERVICES, INC.

EVALUATION REPORT January of 2004

SIX GOVERNMENTAL SIGNATURES

The following Governmental agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on the following: Poor = 2 Fair = 4 Satisfactory = 6 Good = 8 Excellent = 10

Signed Signatures:

	2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
Oscar De Leon, (562) 570-4886 <i>[Signature]</i> <u>City of Long Beach</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Saeed Samie, (805) 857-7072 <i>[Signature]</i> <u>State of California</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gary Striker, (310) 732-3890 <i>[Signature]</i> <u>City of Los Angeles</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Larry Williams, (909) 864-8732 <i>[Signature]</i> <u>City of Highland</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Osollo, (310) 732-3946 <i>[Signature]</i> <u>City of Los Angeles</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dave Brackin, (909) 387-4043 <i>[Signature]</i> <u>County of San Bernardino</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

City Endorsement Signatures

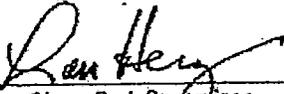
Gus K. Franklin

To Whom it May Concern:

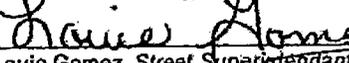
During the past twenty-five years I supervised the completion of over \$50,000,000 in contracts for more than 70 southern California municipalities. All contracts were completed on time and to specifications. There has never been a claim on our Liability Insurance, nor has any complaint been filed against 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:

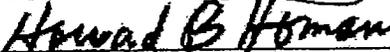
1. CITY OF GARDEN GROVE


Lou Herz, Park Supervisor

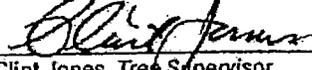
2. CITY OF YORBA LINDA


Louie Gomez, Street Superintendent

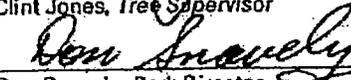
3. CITY OF CARSON


Howard Homan, Park Director

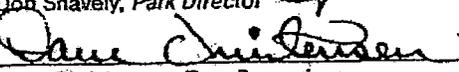
4. CITY OF SANTA ANA


Clint Jones, Tree Supervisor

5. CITY OF LYNWOOD


Don Snavely, Park Director

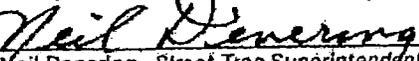
6. CITY OF FOUNTAIN VALLEY


Dave Christenson, Tree Supervisor

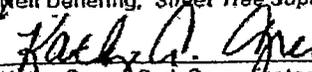
7. CITY OF LA HABRA


Manuel Torres, Tree Supervisor

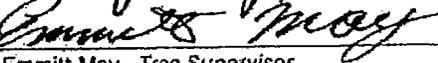
8. CITY OF LOS ANGELES


Neil Denering, Street Tree Superintendent

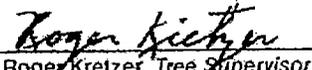
9. CITY OF FULLERTON


Kathy Greco, Park Co-ordinator

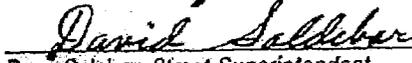
10. CITY OF WHITTIER


Emmitt May, Tree Supervisor

11. CITY OF PARAMOUNT


Roger Kretzer, Tree Supervisor

12. CITY OF SAN FERNANDO

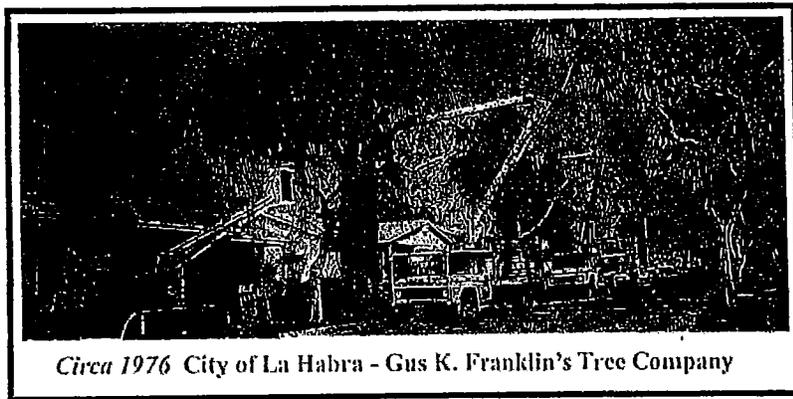

Dave Salabar, Street Superintendent

13. CITY OF SO. EL MONTE


Keith Ho, Park Supervisor

14. CITY OF BUENA PARK


Gordon Smith, Tree Supervisor



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.

<u>AGENCY</u>	<u>RECOMMENDATION BY:</u>	<u>YEAR</u>
1.) Alliant Driver Commercial Group / Bonding	Jay P. Freeman, CPCU	2008
2.) City of Santa Clarita	Robert Sactalan, 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 Racendlo, 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 Irakin - Abatement Supervisor	2004
10.) City of Los Angeles	Gary Striker - Park Maintenance Supervisor	2004
11.) City of Pico Rivera	Steven Castellanos - Asst. Deputy Director	1998
12.) City of Highland	Larry M. Williams - Public Works Manager	1998
13.) Averbeck Company / Bonding	Jay P. Freeman - Account Executive	1998
14.) State of California - Caltrans	Jeff C. Morgan - Superintendent II	1998
15.) City of Norco	Christopher L. Sorensen - Mayor	1998
16.) Kellogg Supply, Inc.	Il. Clay Kellogg IV - President	1998
17.) City of Norco	Joseph S. Schenk - Director	1996
18.) City of Arcadia	Robert A. Lang - Park Superintendent	1996
19.) City of Simi Valley	City Council Meeting	1996
20.) City of Santa Fe Springs	Luis F. Collazo - Planning and Development	1995
21.) Union Bank	Kelly J. Cooke - Assistant Vice President	1994
22.) Anwest Surety / Bonding	Pat Dolan - Branch Manager	1994
23.) City of Santa Fe Springs	Ronald S. Kernes - Mayor	1993
24.) Congress of the United States	Estaban E. Torres - Member of Congress	1991
25.) City of Garden Grove	Walt E. Donovan - Mayor	1990
26.) UltraPower Malaga-Fresno	R.C. Rothenbueh - Fuel Manager	1990
27.) Sequoia Forest Industries	El Kessler - Fuel Procurement	1990
28.) City of West Hollywood	John Heilman - Mayor	1985
29.) S.O.S. Coral Tree Society	James A. Thomas - President	1985
30.) Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
31.) Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1984
32.) Veterans Administration	Juanita D. Walker - Director	1983
33.) United States District Court	Terry J. Hatter Jr. - Federal Judge	1983
34.) City of Newport Beach	Jack Brooks - Park Superintendent	1982
35.) City of Beverly Hills	Don Boynton - Public Works Inspector	1981
36.) City of Yorba Linda	Louie Gomez - Street Superintendent	1981
37.) City of Carson	Howard B. Homan	1981
38.) City of La Habra	Manuel Torres - Tree Maintenance Foreman	1981
39.) City of Buena Park	Gordon Smith - Supervisor/Street Trees	1981
40.) Surety Insurance Company / Bonding	Madeline Gentry - Assistant Manager	1981
41.) City of Garden Grove	Lon Hertz - Park Superintendent	1981
42.) City of Fountain Valley	David L. Christensen - Supervisor / Parkway Maintenance	1981
43.) City of Whittier	Emmett A. Mny - Tree Maintenance Supervisor	1981
44.) City of Fullerton	Kathy A. Greco - Development Coordinator	1981
45.) City of San Fernando	Fred L. Morgan - Director	1980
46.) City of Lynwood	Don V. Snavely - Director of Parks	1980
47.) City of Lynwood	Don V. Snavely - Director of Parks	1978
48.) City of Santa Ana	Robert E. Gresham - Director	1978
49.) City of Los Angeles	Joseph L. Louthian - Superintendent	1977
50.) City of La Habra	Manuel F. Torres - Tree Maintenance Foreman	1977

The above letters of recommendations are from the following:

1. Mayors (4)	10. Tree Supervisors (3)	19. Branch Managers (2)
2. Director of Public Works (3)	11. Park & Tree Superintendent (1)	20. Park Maint. Supervisor (1)
3. Vice Presidents (3)	12. Project Manager (1)	21. Public Works Manager (1)
4. Presidents (2)	13. Public Works Inspector (1)	22. Contract Monitor (1)
5. Congressmen (1)	14. Planning Coordinator (1)	23. City Manager (1)
6. Federal Judge (1)	15. Court Reporter (1)	24. Other (4)
7. Fuel Managers (2)	16. Assistant Public Works (1)	
8. Parks & Grounds Superintendent (3)	17. Supervisors (4)	
9. Field Supervisors (2)	18. E.	

International Society of Arboriculture

I.S.A. Certifications

Key Personnel - Assigned Crew

I.S.A. Certified Arborist / Utility Specialist

I.S.A. Certified Arborist

I.S.A. Certified Tree Worker

ACRT, Inc. Institute of Arboriculture and Urban Forestry Certifications

Contractors State License Board Certificate of Qualifiers - C27 & C61/D49

Registered Consulting Arborist

UNITED PACIFIC SERVICES, INC.

KEY PERSONNEL

NO.	EMPLOYEE	MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE	CERTIFICATIONS	POSITION
1	ERIC FRANKLIN	20	I.S.A. CERTIFIED ARBORIST LICENSE NO. # WC-2158 I.S.A. CERTIFIED UTILITY SPECIALIST LICENSE NO. # WC-2158 ACRT. LINE CLEARING - CERTIFICATION NO. # 03269 CAL LICENSE NO. # 35200 STATE CONTRACTORS LICENSE QUALIFIER # C27	Vice President Field Supervisor
2	JACK MOORING	25	I.S.A. CERTIFIED ARBORIST LICENSE NO. #793-00054 I.S.A. CERTIFIED TREE WORKER LICENSE NO. #403 ACRT. LINE CLEARING - CERTIFICATION NO. #03263	Vice President General Manager
3	GUS FRANKLIN	40	STATE CONTRACTOR LICENSE QUALIFIER # C01-D40 ACRT. LINE CLEARING - CERTIFICATION # 03263	President
4	JOSE TORRES	15	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1601	Crew foreman - Tree trimmer
5	EVAN WHITMARSH	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 2021L	Tree trimmer
6	JULIAN JIMENEZ	21	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 446	Tree trimmer
7	SANTOS RIVERA	18	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 645	Tree trimmer
8	ATANACIO HERNANDEZ	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1984C	Tree trimmer
9	TONY GOMEZ	13	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1617	Crew foreman - Tree trimmer
10	LUIS PADILLA	5	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1607	Tree trimmer
11	IGNAGIO GOMEZ	18	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1904	Crew foreman - Tree trimmer
12	ANTONIO GOMEZ	12	ACRT. LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Crew foreman - Tree trimmer
13	JOSE TORRES	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Crew foreman - Tree trimmer
14	ENRIQUE GUTIERREZ	17	ACRT. LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
15	JOHNNY ATKINS	10	IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519	Turf and Irrigation repair/maintenance
16	LEO RAMIREZ	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/crew foreman/gardener
17	HERB SHAW	34	ACRT. LINE CLEARING - CERTIFICATION NO. 03035 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/stump grinder
18	LUIS GAONA	25	ACRT. LINE CLEARING - CERTIFICATION NO. 03036 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Loader operator/chipper operator
19	FILEMON CHAVEZ	19	ACRT. LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Root pruner operator/loader operator
20	ESTABAN COHETZALITLA	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03038 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/truck driver

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



A handwritten signature in black ink, appearing to read 'Jim Skiera'.

Jim Skiera, Executive Director
International Society of Arboriculture

WE-2158AU Sep 18, 1999 Jun 30, 2013
Certificate Number Expiry Date Expiration Date

International Society of Arboriculture
Certified Arborist Utility Specialist

Kevin Bejma

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist Utility Specialist

A handwritten signature in black ink, appearing to read 'Jim Skiera'.
Certification Board, Chair
International Society of Arboriculture

A handwritten signature in black ink, appearing to read 'Jim Skiera'.
Jim Skiera, Executive Director
International Society of Arboriculture

WE-0801AU Nov 15, 2008 Jun 30, 2014
Certificate Number Expiry Date 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



A handwritten signature in dark ink, appearing to read 'Jim Shiera'.

Jim Shiera, Executive Director
International Society of Arboriculture

WE-2158A11	May 14, 1998	Jun 30, 2013
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



A handwritten signature in dark ink, appearing to read 'Jim Shiera'.

Jim Shiera, Executive Director
International Society of Arboriculture

WE-0805A	Jul 29, 1995	Jun 30, 2013
Certification Number	Certified Since	Expiration Date

International Society of Arboriculture
 Certified Arborist

Kevin Bejma

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the abover named is hereby recognized as an ISA Certified Arborist

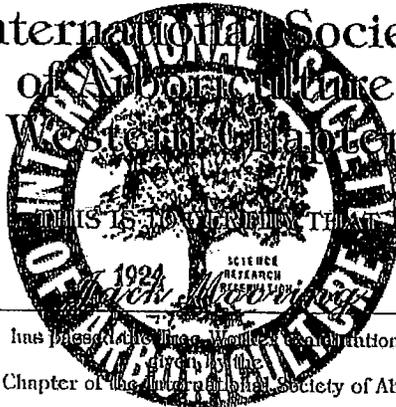
Professors Keith Allen
 International Society of Arboriculture

[Signature]
 Jim Skirka, Executive Director
 International Society of Arboriculture

WI2 0901AU Jan 12, 2000 Jun 30, 2014
 Certificate Number Expiration Date Expiration Date

Certified Tree Worker

International Society
 of Arboriculture
 Western Chapter



has passed the final written examination

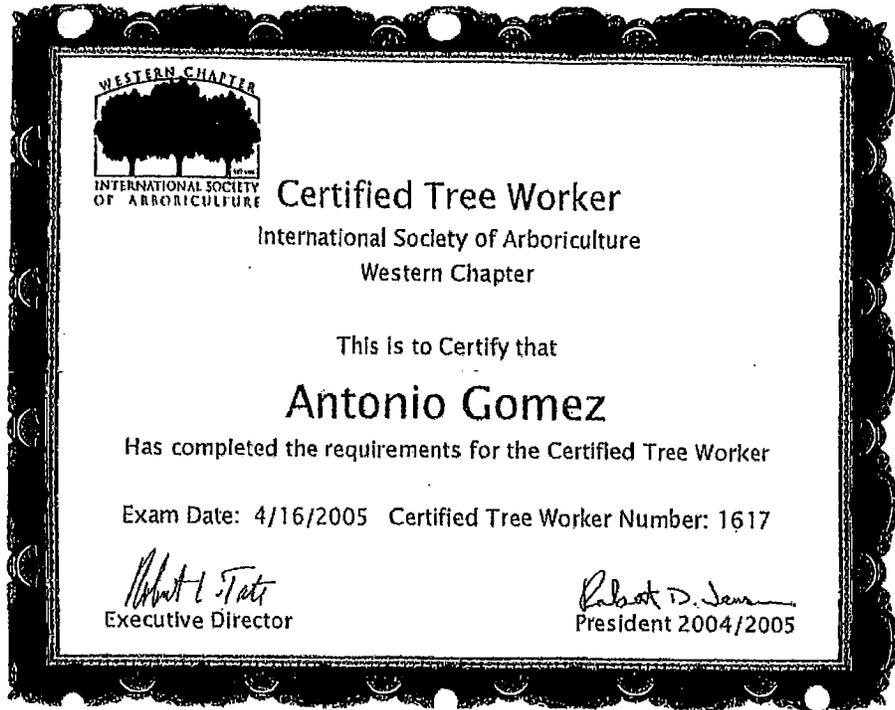
administered by the Western Chapter of the International Society of Arboriculture

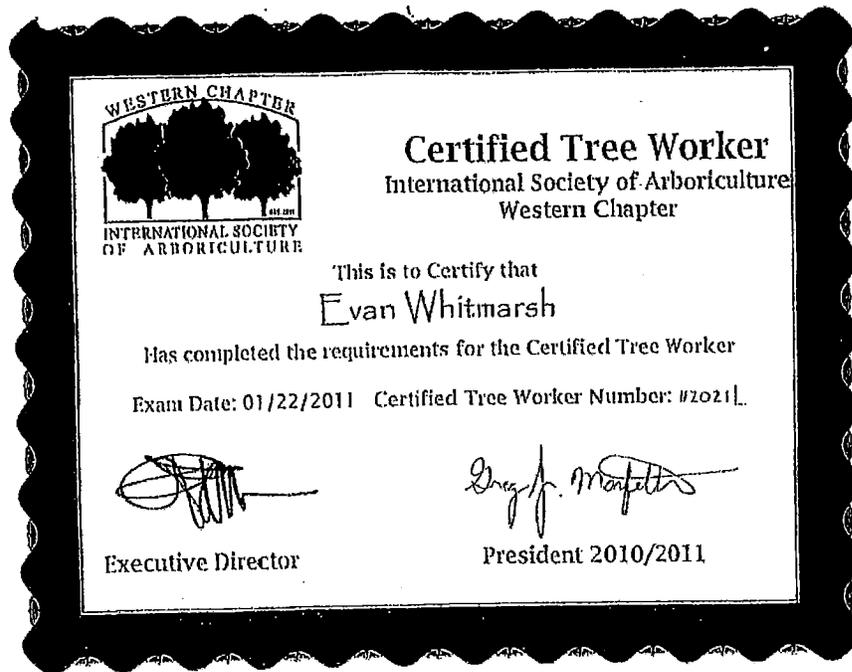
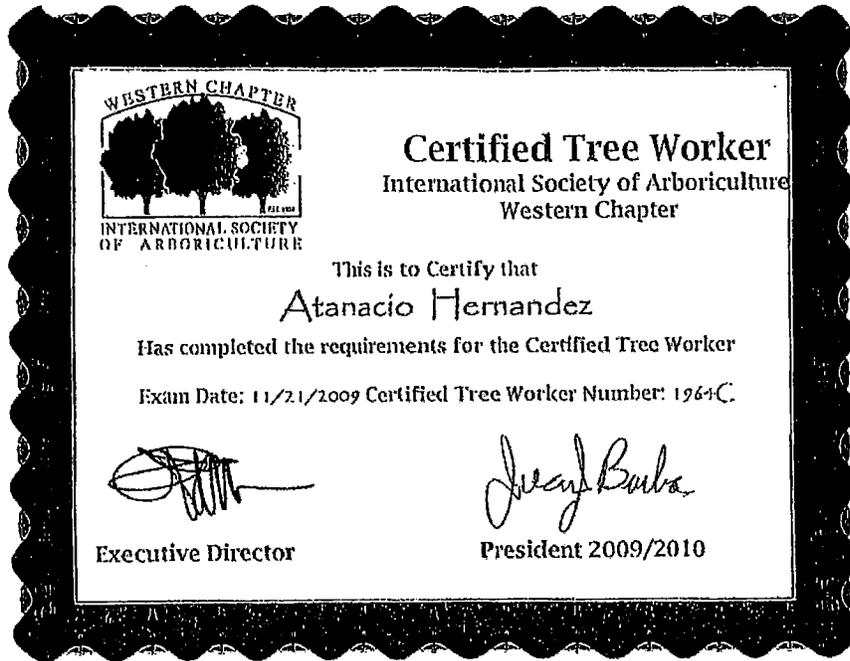
Date Passed: June 27, 1992

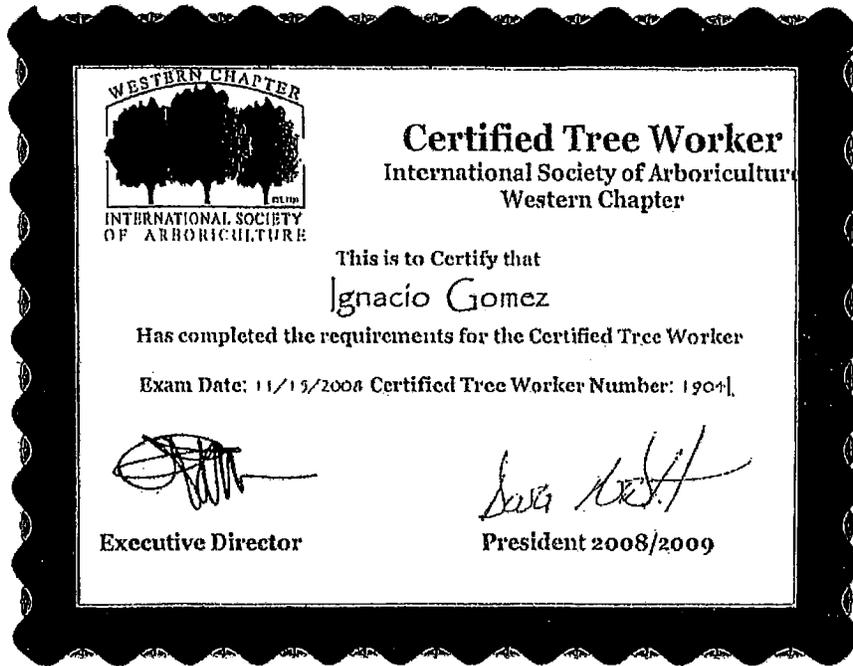
Tree Worker #403

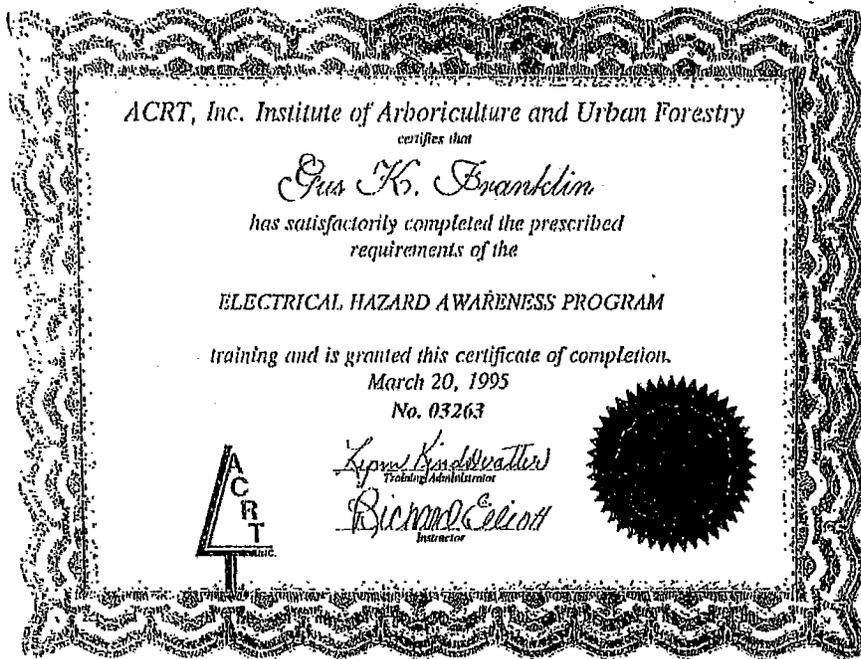
Michael T. McHenry
 Certification Committee

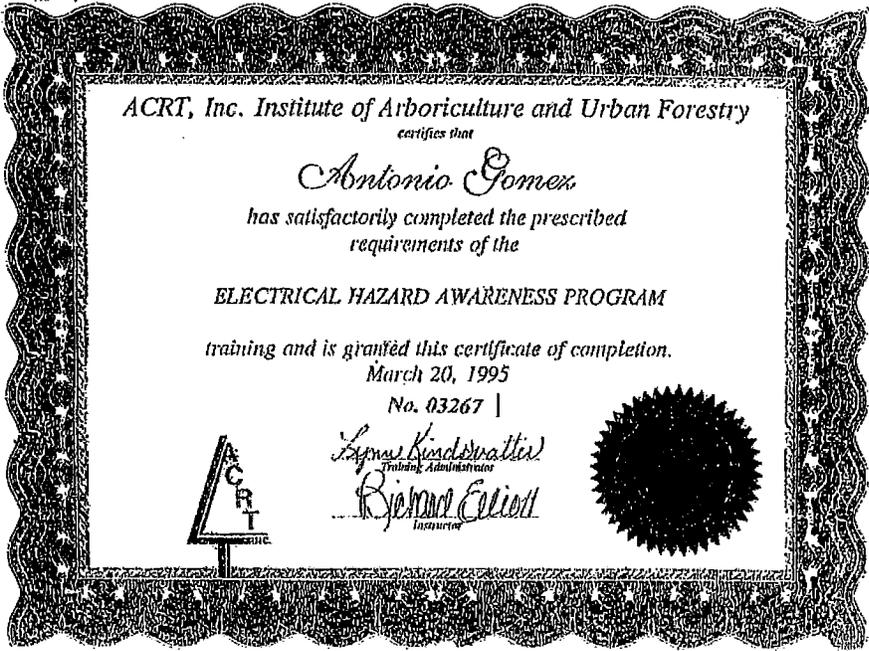
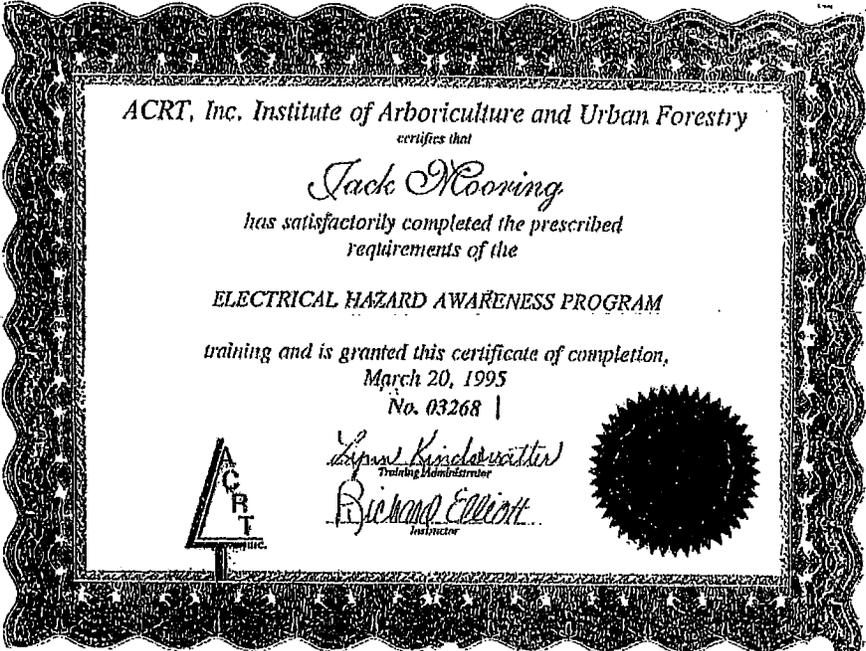
Paul A. Moore
 President











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
 IIC - HOME IMPROVEMENT CERTIFICATION



Witness my hand and seal this day,

January 30, 2001

Issued January 29, 2001

[Signature]
 Signature of Licensee
[Signature]
 Signature of License Qualifier

[Signature]
 James Goldstone
 Interim Registrar of Contractors
 790590
 License Number

This license is the property of the Registrar of Contractors. It not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. If returned void if not received.

15-21 REV 1/98

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:

GLIS KIP FRANKLIN



to engage in the business or act in the capacity of a contractor in the following classification(s):

D49 - TREE SERVICE



Witness my hand and seal this day,

August 18, 1994

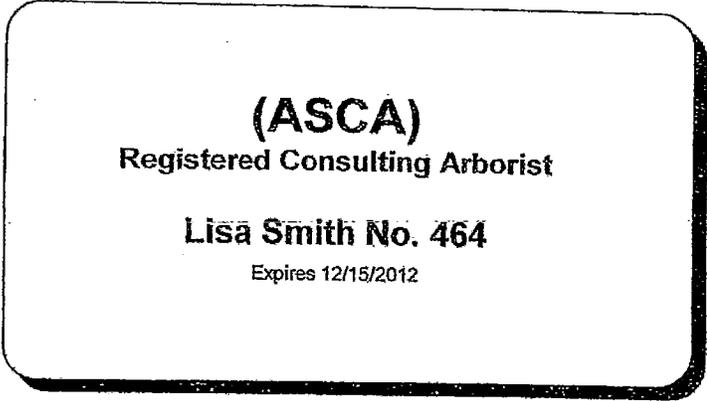
Issued August 17, 1994

[Signature]
 Signature of Licensee
[Signature]
 Signature of License Qualifier

[Signature]
 Acting Registrar of Contractors
 694543
 License Number

This license is the property of the Registrar of Contractors. It not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. If returned void if not received.

15-21 REV 1/98



International Society of Arboriculture Certified Arborist™

Eric Franklin

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist.

D. J. [Signature]
Certification Board, Chair
International Society of Arboriculture

[Signature]
Jim Skiera, Executive Director
International Society of Arboriculture

WE-2158AU May 14, 1998 Jun 30, 2016
Certificate Number Certified Since Expiration Date

International Society of Arboriculture Certified Arborist Utility Specialist™

Eric Franklin

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the above named is hereby recognized as an ISA Certified Arborist Utility Specialist™

D. J. Chait
Certification Board, Chair
International Society of Arboriculture

[Signature]
Jim Shiera, Executive Director
International Society of Arboriculture

WE-2158AU Sep 18, 1999 Jun 30, 2016
Certificate Number Certified Since Expiration Date

International Society of Arboriculture

Certified Arborist™

Jack Mooring

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™,

the abobe named is hereby recognized as an ISA Certified Arborist®

D. Glenn

Certification Board, Chair
International Society of Arboriculture

J. Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

WE-0905A

Certificate Number

Jul 29, 1995

Certified Since

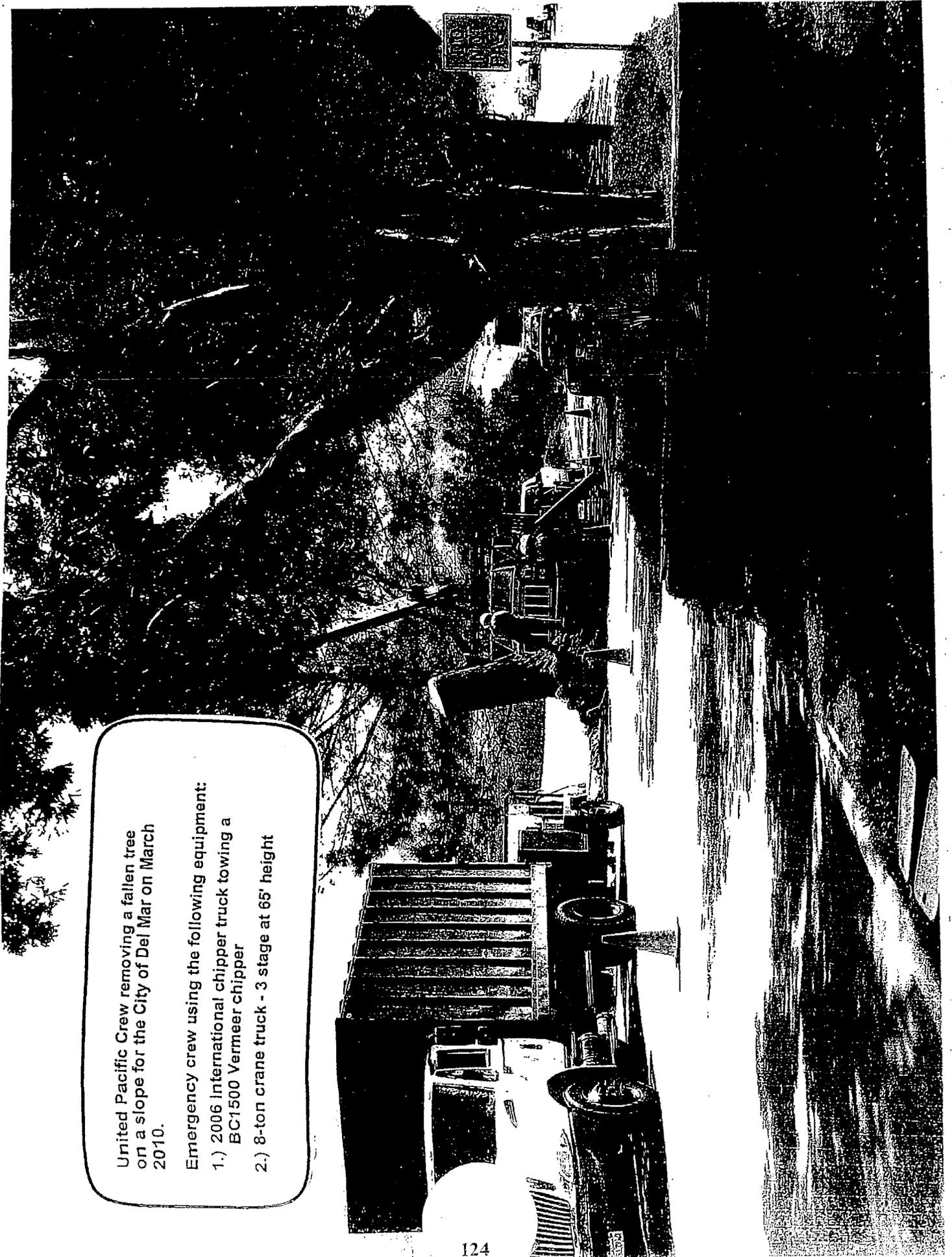
Jun 30, 2016

Expiration Date

United Pacific Crew removing a fallen tree on a slope for the City of Del Mar on March 2010.

Emergency crew using the following equipment:

- 1.) 2006 International chipper truck towing a BC1500 Vermeer chipper
- 2.) 8-ton crane truck - 3 stage at 65' height



Certified Utility Line Clearance Arborists

Electrical Hazard Awareness Certifications

Emergency Response / Aerial Rescue Certifications

CERTIFICATE OF TRAINING

This Certificate recognizes

Jack Mooring

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Proppert

Scott Proppert, President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Enrique Munoz

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Proppert

Scott Proppert, President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Wilfredo M. Guevara

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Proffitt - President
North American Training Solutions
November 16 2012

Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Juan Carlos Ruiz

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Proffitt - President
North American Training Solutions
November 16 2012

Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Salvadore Padilla

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophet

Scott Prophet - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Antonio Gomez

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**

Scott Prophet

Scott Prophet - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

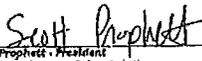
CERTIFICATE OF TRAINING

This Certificate recognizes

Esteban Cohetzaltia

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



CERTIFICATE OF TRAINING

This Certificate recognizes

Leo Ramirez

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



CERTIFICATE OF TRAINING

This Certificate recognizes

Juan Carlos Manzo

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



Scott Prophitt - President
North American Training Solutions

November 16 2012
Date of Issue



North American
TRAINING SOLUTIONS

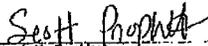
CERTIFICATE OF TRAINING

This Certificate recognizes

Ignacio Gomez

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



Scott Prophitt - President
North American Training Solutions

November 16 2012
Date of Issue



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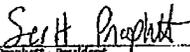
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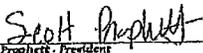
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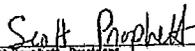
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Electrical Hazard Awareness & Minimum Approach
Distance Training


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This Certificate recognizes

Eloy Zuniga

For successfully completing the
North American Training Solutions Workshop

Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training


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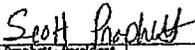
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Jorge Torres

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**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



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North American Training Solutions
November 16 2012

Date of Issue



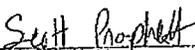
CERTIFICATE OF TRAINING

This Certificate recognizes

Felix Marcos

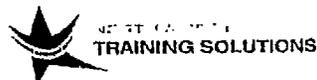
For successfully completing the
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**Line Clearance Arborist
Electrical Hazard Awareness & Minimum Approach
Distance Training**



Scott Prophet - President
North American Training Solutions
November 16 2012

Date of Issue



CERTIFICATE OF TRAINING

This Certificate recognizes

Jack Mooring

For successfully completing the
North American Training Solutions Workshop

**Line Clearance Arborist
Emergency Response and Aerial Rescue Training**



Scott Prophet - President
North American Training Solutions

November 16th 2012

Date of Issue



North American
TRAINING SOLUTIONS

CITY OF LA HABRA - 1998

Dexter street



County of Los Angeles

WORK PLAN

&

QUALITY CONTROL PLAN

for

REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE

SERVICE FOR SEWER MAINTENANCE DIVISION

MALIBU AREA (2013-PA030)

**UNITED PACIFIC SERVICES, INC.
MONTHLY SCHEDULE**

**NOTICE OF REQUEST FOR PROPOSALS FOR
LANDSCAPE MAINTENANCE - MALIBU AREA
(2013-PA030)**

Item	TYPE OF SERVICE	WEEK 1	WEEK 2	WEEK 3	WEEK 4	LOCATION / DESCRIPTION
1.	Litter Control	yes	yes	yes	yes	All areas of landscape maintenance project - Malibu Mesa - Malibu Vista Pacifica - Trancas Plant
2.	Irrigation system - circuits check	no	no	no	yes	check circuits (systems) once each month
3.	Manual operation of irrigation system	Failure of automatic system				Manual operation of system, if necessary, will be done by assigned crews on an as-needed basis
4.	Irrigation - Controllers cycle	no	no	no	yes	Shall cycle controllers through each station manually and automatically once a month
5.	Irrigation repair - 24 hours	seven by four hours or notification - 24 hours				All landscape / irrigation areas of the contract
6.	Rodent Control	yes	yes	yes	yes	All areas shall be maintained free of rodents, but not limited to gophers, and ground squirrels.
7.	Rodent Control - Rodenticide	Recommendation by a Licensed Pesticide Advisor				All areas of the contract including the slopes, rock, and landscape areas
8.	Removal of Debris	yes	yes	yes	yes	Dump tickets to be submitted with each invoice. Material earmarked shall be delivered to an approved dump site.
9.	Removal of Debris - Cogeneration	yes	yes	yes	yes	Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a monthly log
10.	Removal of Debris - AB 939	yes	yes	yes	yes	Shall seek "recycling" alternatives to cogeneration or daily landfill cover such as feedstock, composting, mulching, etc
11.	Special Safety Requirements	yes	yes	yes	yes	Personnel shall observe all applicable State of California (Cal/OSHA) and Public Works safety requirements
12.	Tree Trimming and Care	yes	no	yes	no	Trim trees during the year, remove any dead, weak, diseased, insect-infested, damaged branches / limbs. Replace stakes damage
13.	Turf maintenance	no	no	no	yes	Cut grass on an as-needed basis depending on weather and turf conditions and more often during summer months
14.	Shrubbery Trimming and Care	no	yes	no	yes	Prevent encroachment on adjacent property, maintain proper clearance for pedestrian areas and roadways
15.	Care of Ground Cover	no	no	no	yes	Keep ground cover adjacent to roadways away from paved surfaces for natural appearance. Remove runners from walls or fencing as needed throughout the year before weeds go to seed and pull out existing weeds along roadways or property line
16.	Weed Control	yes	no	yes	no	Remove weeds or groups of weeds spreading in landscape areas and growing in landscape stone areas / gravel areas / roadways
17.	Weed Control - Stone and Gravel Areas	yes	yes	yes	yes	Spray approved herbicide to control the growth of weeds by chemical weed control throughout the year. Remove as-needed
18.	Weed Control - herbicide	no	no	no	yes	Spray herbicide weed killer to control the growth of weeds by chemical weed control throughout the year. Remove as-needed
19.	Weed Control - Landscape planted areas	no	yes	no	yes	Maintain / check condition of plants, shrubs and trees throughout the year. Report dead plants to Project Manager for replacement
20.	Check condition of all plants, trees and shrubs	yes	yes	yes	yes	

Quality Control Plan TABLE OF CONTENTS

<input checked="" type="checkbox"/> CHECK LIST	<u>Section</u>
1. ✓ Management Team	Overview
2. ✓ Daily-Weekly Supervision	A.
3. ✓ Work Schedule	B.
4. ✓ Tree Work Performed	C.
5. ✓ Hours of Work	D.
6. ✓ Clean-up	E.
7. ✓ Equipment of Job Site	F.
8. ✓ Labor / Pay Scale	G.
9. ✓ Safety Requirements	H.
10. ✓ Best Management Practices (BMP)	I.
11. ✓ Project Safety Official	J.
12. ✓ Disposal of Material	K.
13. ✓ Compliance with Laws & Regulations	L.
14. ✓ Drug Free Work Place	M.
15. ✓ Public Safety / Traffic Control	N.
16. ✓ Payment / Monthly Reports	O.
17. ✓ Computer Database	P.
18. ✓ Additional Services	Q.
19. ✓ Emergency Services During Work Hours	R.
20. ✓ Emergency Services After Hours	S.
21. ✓ Brochure / Letter	T.
22. ✓ Photographs	U.
23. ✓ Complaint Log	V.
24. ✓ Special Provisions	W.
25. ✓ Crews / Equipment	X.
26. ✓ Certified Arborist / Certified Pesticide Advisor	Y.
27. ✓ Traffic Control Plan	Z.
28. ✓ "On Call" Messages	AA.
29. ✓ Emergency "Home" Phone Numbers	BB.
31. ✓ Work / Business Statement	CC.
32. ✓ Internal and Support Staff	DD.
33. ✓ Internal Training Program for employees	EE.
34. ✓ Safety Training Program	FF.
35. ✓ Firm's Customer Service Program	GG.
36. ✓ Public Complaints or Damage to Property	HH.
37. ✓ Emergency Response Capabilities	II.
38. ✓ Equipment Maintenance Facility	JJ.
39. ✓ Proposed Program	KK.
40. ✓ Ability to Recommend and Meet Project Schedules	LL.
41. ✓ Capability to Perform all Proposed Services	MM.
42. ✓ Communications / Cell Phones	NN.

QUALITY CONTROL PLAN

Management Team



United Pacific Services, Inc. (UPS), has assigned Jack Mooring and Tony Gomez as Supervisors to the tree and landscape maintenance project for Los Angeles County (L.A. County). Overseeing the project will be Eric Franklin, Vice President of Operations.

- 1.) **Mr. Jack Mooring**, Vice President / General Manager has over 20 years experience in Tree maintenance projects and is a *I.S.A. Certified Arborist (# WC-0905)*, *I.S.A. Certified Tree Worker (#WC-403)*, *Certified by the National Arborist Association (#NAA-03268)* and *Certified in Cardio-Pulmonary Resuscitation (#AHA-24194)*. Currently he is supervising various contracts with the County of Los Angeles, County of Riverside, City of Fountain Valley, and the City of Long Beach.
- 2.) **Mr. Tony Gomez** is are current on-site Crew Manager/Foreman for our current contract with the City of Simi Valley and has many years experience of supervising the completion of numerous governmental tree maintenance contracts including the City of Simi Valley. Mr. Gomez is an *I.S.A. Certified Tree Worker (#1617)*. Mr. Gomez will be overseeing the project and will also be actively involved in the city's tree inventory program. Mr. Gomez has supervised the completion of tree and landscape maintenance contracts for over 35 municipalities and two counties in Southern California. Currently he his in charge of our contract with the City of Simi Valley, City of Long Beach and the County of Riverside.
- 3.) **Mr. Eric L. Franklin**, Executive Vice President will be overseeing the project. Mr. Franklin has supervised the completion of landscape and tree maintenance contracts for over 45 municipalities in Southern California. Mr. Franklin is a *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. Franklin, Mr. Mooring, and Mr. Gomez have full authority to make any and all decisions concerning additional tree 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 tree 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 - Gus Franklin (owner)

PERFORMANCE OF WORK

A. Daily - Weekly - Monthly Supervision:

1. Report to Government representative on a daily basis if performing work on the contract.
2. Supervise landscape maintenance crews to maintain quality control.
3. Supervise planting crew to maintain proper quality control.
4. Supervise tree removal crew to maintain proper quality control.
5. Supervise traffic control.
6. Report any damages or injuries within one hour of occurrence.
7. Immediately respond to any public complaints or questions concerning project within one hour of occurrence or as directed by Staff.
8. Final inspection of 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 if requested shall meet with the **L.A. County** 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 submit to the **L.A. County** a weekly copy of daily work reports throughout the term of the contract or as directed by staff. In addition, UPS shall advise the representative of

the following Week's schedule. Daily work records shall be formatted for easy translation in the Government's program or computer software or as directed by staff.

11. UPS will notify the Governmental Agency of any changes in start date of each maintenance operation at least 24 hours in advance. Should UPS discontinue work for any reason, the Governmental Agency must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

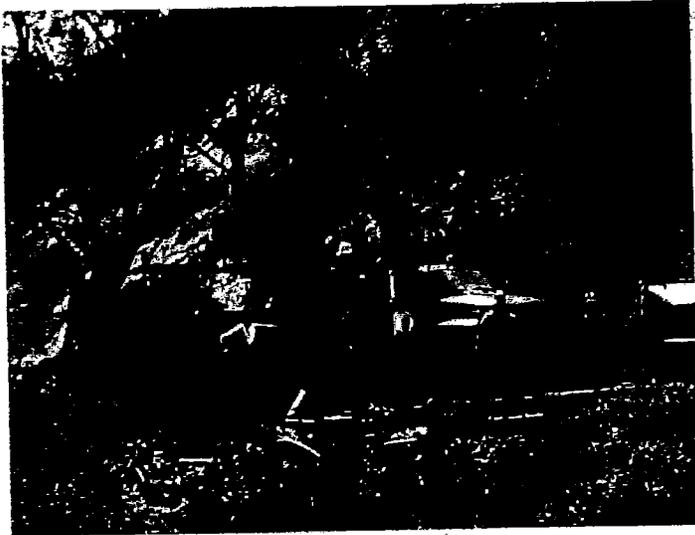


B. Work Schedule:

1. UPS will start the landscape maintenance project within ten (10) working days of award of contract or as directed by 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 in the proposal.
2. UPS will notify the Governmental Agency of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 72 hours prior to the commencement of any work on the contract or as directed by the **L.A. County** representative.
3. UPS must notify the public 24 to 72 hours in advance prior to restricting street parking or access to work area. UPS will post No-Parking signs with date of work to be performed including notification of tree trimming, tree planting, or tree removal on each sign only with authorization by the Agency.
4. As soon as notified by the **L.A. County** of award of contract UPS will meet with the Agency Representative to develop a preliminary work schedule for accomplishing the work on a weekly and monthly basis or as directed by the Agency staff. Tree maintenance-schedule will be modified, as necessary, during the course of the contract, based on the tree maintenance needs.

C. Tree Work Performed:

1. Tree work performed will be according to the latest edition of the Pruning Standards of the Western Chapter ISA and to the International Society of Arboriculture Tree Pruning Guidelines, 1995 and to the American National Standards Institute (ANSI) A300-1995 and any Governmental Agency specifications.
2. Trees shall be trimmed, shaped and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum



clearance of (13) feet over the roadway and/or adjacent curb and nine (9) feet over walkways and/or pavement or as required by the Governmental Agency. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights and/or adjacent structures by 5 feet in all directions. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The

specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

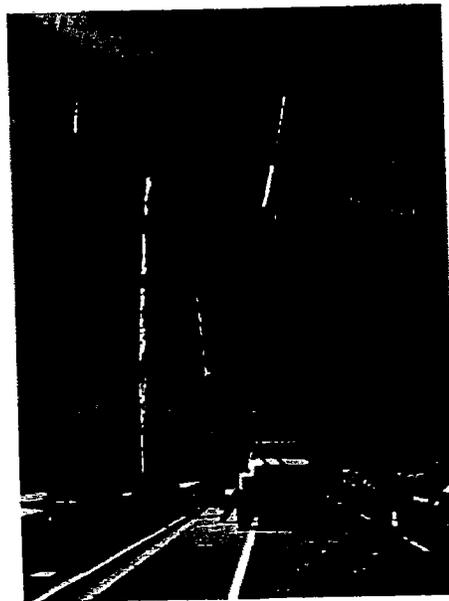
3. UPS will maintain a written log of all complaints including the date,



time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the **L.A. County** at the end of each day or as directed by the Agency. Pictures are to be taken at time of incident.

4. 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. Work shall be performed with employees that are experienced in tree work and supervised by a Certified Arborists.
5. Hazardous Tree Notifications: UPS will report to the **L.A. County** Arborist / representative any tree defects or hazardous trees within 2 hours.
6. Any activities found by the Governmental Agency to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by UPS.
7. UPS will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. **L.A. County's** authorized representative will serve as mediator between the contractor and public if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
8. UPS will exercise precaution as necessary when working adjacent to aerial utilities. 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 will only employ 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.
9. Sprinkler repair will be made immediately. All UPS Supervisor's trucks are equipped to handle most sprinkler repairs as they occur.

10. No hooks, gaffs, spurs or climbers will be used by anyone employed by UPS for tree trimming without the express written approval by **L.A. County**. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.
11. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
12. When trimming fungus, diseased or fire blight-infested limbs or palm fronds, all pruning tools shall be cleaned after each cut with an approved disinfectant especially palm trees within the work area. All palm trees trimmed shall be to I.S.A. Specifications and as directed in Bid Proposal.
13. UPS will not top any tree in the work area except by specific direction from the Agency's department representative.



D. Hours of work :

1. UPS will observe all holidays recognized in the contract specifications and shall provide inspection for a 40 hour workshift (7:00 a.m. to 4:00 p.m. or as directed by the contract) Monday through Friday. No maintenance functions that generate excessive noise which would cause annoyance or interference to public of the area shall not be commenced before 7:00 a.m. UPS shall reimburse the Governmental Agency at rates established by the Contract 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 special conditions and/or events or as directed by the Agency Representative. UPS will schedule operations in accordance with the business hours and Representative. **NO WORK SHALL BE PERFORMED WITHOUT THE PERMISSION OF THE PUBLIC WORKS DIRECTOR OR THE FACILITIES AND LANDSCAPE / TREE DIVISION OR HIS/HER REPRESENTATIVE FOR ALL WORK PERFORMED IN THE COUNTY OF LOS ANGELES.**

3. Before performing any work at said times, UPS shall give notice to



the Governmental Agency 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 5:00 p.m. to 7:00 a.m. of the next succeeding day.

4. No maintenance functions that generate excess noise which would cause annoyance to the public in the area shall be commenced before 7:00 a.m.

A noise level limit of 75 decibels at a distance of

twenty-five feet applies to all tree equipment on or related to the job operated by UPS crews.

5. The general hours of operation shall be 9:00 AM to 2:00 PM on major streets and 7:00 AM to 4:00 PM on residential streets with respect to any chipping, cutting, or other operations generating harsh or unusual noise. The days of operation shall be Monday through Friday under the guidelines established in the Bid Proposal. The Governmental Agency's authorized representative shall determine the work hours for each area based on the possibility of changing or special conditions.

E. Clean - up:

1. UPS shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
2. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, grass, leaves, debris or equipment be left on the street overnight unless authorized by the Agency's Representative, her/his designee.

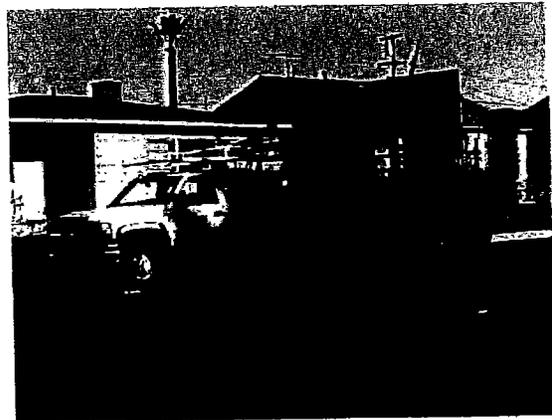
3. Agency's authorized representative, shall be the sole judge as to the adequacy of the clean up.

F. Equipment on job site:

1. Aerial 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 12 weeks.

G. Labor / Pay Scale:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California under Section Titled: Landscape laborer & Groundmen of labor code section 1771.
Only if required by the Governmental Agency
2. UPS employs a well balanced ethnic crew (85% minority) and firmly believes in equal employment opportunities for all employees.
3. UPS cross trains its employees and offers opportunities in all phases of the work during the tree maintenance project.
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 tree maintenance project.



H. Safety Requirements:

1. UPS will observe all applicable Cal/OSHA and Public Works safety requirements while working on the contract.
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 performing tree maintenance operations on the contract. Gang attire, gang affiliation



symbols, loose clothing, etc., shall not be permitted.

4. 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.

I. Best Management Practices:

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 on the contract.
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

J. 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 he will have the authority to shut down an operation, if necessary.

K. Disposal of Materials:

1. All tree branches, grass, limbs, and any type of greenwaste produced as a result of UPS's operations will be recycled into a soil amendment.
2. Weight slips or load slips for all material removed from the tree maintenance project will be submitted once a month as proof of final disposal to a recycling facility for documenting reuse per AB 939
3. All tree branches chipped and/or mulched shall be made available free of charge to the Governmental Agency.
4. All tree trimming material shall be disposed of at the Greencycle greenwaste recycling facility site located at 12815 E. Imperial Hwy., in the City of Santa Fe Springs. UPS shall pay the cost for all debris removed from the project.



L. 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.

M. 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 personnel action against such an employee, up to and including termination.

N. 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 Governmental Agency point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve UPS of responsibility for public safety, nor abrogate UPS's 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.

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 tree operations are suspended for any reason, UPS shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
6. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately.
7. Whenever UPS's operations require one-way traffic or create a condition

hazardous to the public 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.

8. Under no circumstances will any street be closed to thru traffic unless authorized by the Agency Representative.

O. Payment/Monthly Reports:

1. United Pacific will submit all bills to **L.A. County** by location, work type, additional work, special work, work completion date, pricing, and other appropriate data determined by the contract.
2. Information will be submitted on computer disk format along with hard copies to the appropriate Agency Inspector or as directed by Agency staff.

P. Computer Database: OPTION (if included in the proposal)

1. United Pacific shall develop and provide electronic media of relational database of the tree inventory in Microsoft Access 2000 or higher and provide front-end Graphical User Interface (GUI) application to display, query and generate reports of the tree data on the ArborPro Software.
2. Tree inventory system database shall be capable of linking to the existing database or to ArborPro tree inventory software.
3. UPS shall incorporate a tree inventory system database, tree inventory software utilizing the ArborPro Database into the Government's database.



4. UPS shall provide not less than two training sessions in the use and manipulation of the street tree database, with staff to include hands-on demonstrations.

5. As trees are trimmed, removed or replaced under this Contract, UPS shall update the computer database records indicating the date of the most recent service provided and vital statistics of the individual tree. UPS shall update the database on a weekly basis and furnish both a hard copy and a digital copy of the database on a weekly basis.



Q. Additional Services:

1. UPS shall perform unscheduled tree trimming/maintenance services of trees not already included in this contract include, but not limited to general tree trimming, aesthetic tree trimming, palm tree trimming, high-voltage line clearance, tree removal, stump removal, root pruning, root barrier installation, and planting of 24-inch and 36-inch box trees or larger, with or without root barriers, removal and disposal of waste materials, and all appurtenant work thereto necessary for the satisfactory completion of the required services.
2. UPS shall transport and dispose of all tree wastes in accordance with all City, County, State and Federal requirements. The disposal site(s) and the procedures to report the total tonnage of the tree wastes shall be the same as those listed for AB 939 requirements.

R. Emergency Services During Work Hours:

1. UPS shall respond to any emergency situation that requires immediate tree trimming/maintenance services. These situations may include, but not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and other emergency call outs. UPS shall respond to these emergency requests within two (2) hours of notification time or as directed by the terms of the contract.
2. Regular Work hours are Monday to Friday from 7:00 a.m. To 4:00 p.m. or to contract specifications. Payment for any emergency services during work

hours shall be made at the contract unit price for the total actual work hours required to complete the assigned tasks and shall include full compensation for all materials, labor, equipment, tools, and incidentals as stated in the bid proposal under section Cost Sheet.

S. Emergency Services After Hours:

1. Emergency after hours outside of regular hours, include weekends, holidays And evenings (Monday to Friday, 7:00 p.m. To 7:00 a.m.). L.A. County may call upon UPS to respond to an emergency situation that requires immediate tree trimming/maintenance services or irrigation repair.
2. Emergency situations may include, but not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and others emergency call outs. UPS is required to respond to these emergency services requests within two (2) hours of notification time or to the contract specifications.
3. Payment for any emergency services required outside regular working hours shall be made at the Contract Price or at an agreed to price with the Governmental Agency for the total work hours required to complete the assigned tasks and shall include full compensation for all materials, labor, equipment, tools, and incidentals.

T. Brochure/letter:

1. If requested, UPS will provide the Governmental Agency with a "Public Notice of any Tree Trimming work" for approval before starting any work on the contract. These brochures will be available in both English and Spanish.

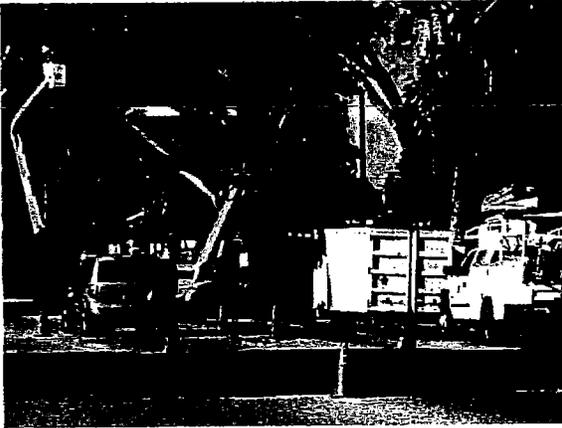


U. Photographs:

1. UPS will supply the Governmental Agency Representative photographs of "Before and After" tree trimming and/or tree removal or planting that are suitable for reproduction if requested by the Agency.
2. UPS will supply the Governmental Agency representative photographs of any damages that occur to public and or private property or persons within 24 hours of occurrence.

V. 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.
2. 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



**W. L.A. County, Special Provisions:
REQUEST FOR PROPOSALS for Landscape
MAINTENANCE/SERVICES AGREEMENT**

Note :

The L.A. County has special provisions in regards to landscape maintenance, irrigation maintenance and repair, tree trimming, emergency tree work, tree planting, tree inventory and tree removal within the contract.

United Pacific Services has incorporated these special provisions into our proposal with the

understanding that all tree maintenance work performed for the County by any and all crews of United Pacific will be govern and directed under and by these special provisions.

X. Crews/Equipment:

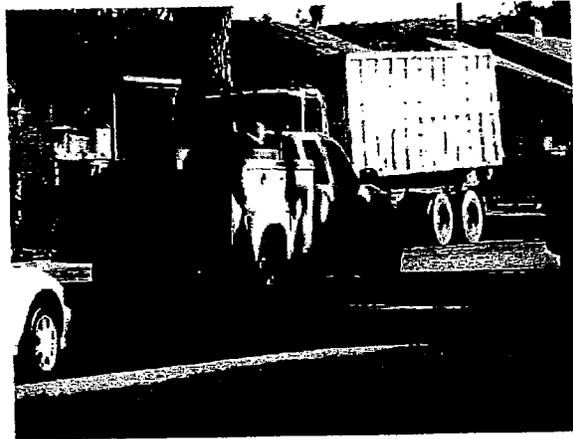
1. United Pacific will maintain a minimum of a 4 to 6 man crew while working on the contract. Each crew will have a minimum of 2 aerial bucket trucks, 1 to 2 chipper trucks, 1 to 2 tree chippers and 1 to 2 pick-up trucks. Additional equipment includes a roll-off truck, stump grinder, tractor loader, brush chipper, and root pruner.
2. UPS will provide a 24 hour emergency crew(s) ready to respond to any and all related work 7 days per week while under contract within two hours of notification by the Agency.
3. UPS will provide a Certified Arborists to assist the Agency on any and all matters concerning tree maintenance issues.
4. UPS will provide Certified Tree Workers to the Governmental Agency while work is being performed on the contract..
5. UPS will provide experience personnel certified to do Electrical Line work as specified in the contract.

Y. Certified Arborist / Certified Pesticide Advisor:

1. UPS will provide a Certified Arborist to assist the Governmental Agency on any and all matters concerning tree maintenance and tree related issues including planting, irrigation repair, slope maintenance, tree and hedge maintenance and ground cover maintenance.
2. UPS will provide a Certified Pesticide Advisor / Agricultural Pest Control Adviser to assist and advise the Agency on any and all matters concerning the use of any herbicide and pesticide in the performance of this contract.

Z. Traffic Control Plan:

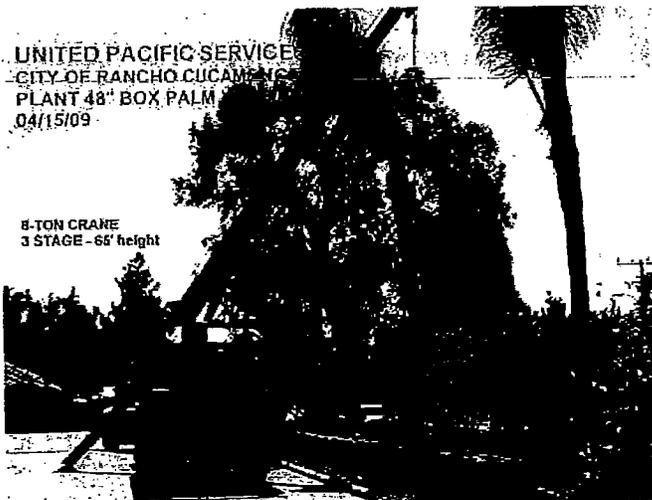
1. UPS shall prepare and submit a Traffic Control Plan for project work on the contract. The Traffic Control Plan shall be submitted to the appropriate Government Department.
2. UPS shall obtain and pay for all Traffic Control Permits. In addition UPS shall obtain all other permits incidental to the work, or made necessary by its operation, including but not limited to, those permits required for night work and demolition (tree removal).



AA. "On Call" Messages - Cell Phone Communication:

1. "On Call" Messages shall be telephonic messages transmitted by the Governmental Agency's authorized representative to UPS describing tree maintenance or other work to be accomplished under this Contract. All such telephonic messages will be followed by confirming facsimile (fax) and/or electronic mail (e-mail) messages.
2. UPS's authorized representative shall be personally available to receive such telephonic, fax, and e-mail messages from the Government's Project Inspector or his authorized representative seven days per week during regular daytime work shifts, and shall have an answering service and/or equipment to receive and record such messages at all other times, 24 hours a day 7 days a week.

3. UPS shall submit a written response, via fax and/or e-mail, and a telephonic response to each "On Call" message no later than the working day following the day the telephonic "On Call" message was received. The UPS response shall include confirmation of schedule or proposal of alternate schedule.
4. UPS shall provide a Mobil Cell phone to the Authorized Project



Inspector in order to communicate with UPS staff. This Cell phone will be linked and be able to communicate with 15 cell phones to all UPS Managers and crew foreman 24 hours per day 7 days per week.

BB. Emergency phone and cell numbers:

United Pacific Services	Office	(562) 691-4600
	Fax	(562) 691-8839
Gus Franklin, <i>President</i>		[REDACTED]
	Cell	(562) 254-0749
Eric Franklin, <i>Vice President</i>		[REDACTED]
	Cell	(562) 254-0746
Jack Mooring, <i>Vice President /</i>		[REDACTED]
General Manager	Cell	(562) 254-1196
Tony Gomez, <i>Field Supervisor</i>		[REDACTED]
	Cell	(562) 254-0067

CC. WORK / BUSINESS STATEMENT:

United Pacific Services, Inc. (UPS) provides municipal & county tree and landscape maintenance for various cities and county agencies in southern California. We have a long history of completing municipal and county contracts that started with the City of La Habra in 1976. Since that period of time the owner and President of UPS, Gus K. Franklin has supervised the completion of more than \$92,000,000 in government contracts. All contracts were completed on time and to specifications. We currently have long term and renewable contracts with the Counties of Los Angeles, Riverside, San Bernardino and various municipalities. We have a proven track record and have invested over \$3,000,000 in specialized tree maintenance equipment since the year 2000. We are committed to completing each contract to specifications with certified I.S.A. Arborists and I.S.A. Certified Tree Workers including Certified Landscape Maintenance workers. In addition all of our equipment shall be certified and meet safety standards set by the State of California. Please review the list below that gives you an overview of our ability to meet contract specifications and deadlines.

- ◆ Completed over \$92,000,000 in government contracts during the past 40 years
- ◆ Business line of Credit with Citibank since 2007
- ◆ UPS has invested \$3,000,000 in specialized tree maintenance equipment since the year 2000.
- ◆ UPS Employs I.S.A. Certified Arborists and I.S.A. Certified Tree Workers
- ◆ President of UPS received 65 letters of recommendation from various governmental agencies.
- ◆ UPS received 20 municipal, county and state endorsement signatures from 2004 to 2012
- ◆ President of UPS received 14 municipal endorsement signatures in 1982
- ◆ UPS has a 2 acre maintenance facility located in the City of South Gate
- ◆ UPS has 22 aerial bucket trucks from 55' to 95' in height
- ◆ UPS has 5 roll-off trucks and 8 roll-off containers
- ◆ UPS has a C61/D49 and C27 California Contractors State License
- ◆ UPS has 10 large dump/chipper trucks
- ◆ UPS has over 85 trucks and trailers that support our daily crew operations
- ◆ UPS has General Liability and Auto Insurance for up to \$5,000,000 per contract
- ◆ UPS has completed 64-contracts for \$15,259,072 for the County of Los Angeles
- ◆ UPS has successfully completed over 200 governments contracts for tree maintenance work
- ◆ Our main office is over 2.0 acres (over 90,000 square feet) located in the City of South Gate
- ◆ UPS has never been terminated from any government contract (county, state and city) and has completed all contracts on schedule and to specifications.
- ◆ UPS is bonded by United Fire an A+ rated company
- ◆ During the past 40 years the President of UPS has successfully supervised the completion of municipal, county and state contracts for over 100 governmental agencies
- ◆ UPS maintains a Drug Free work place
- ◆ UPS employs 15 Certified Utility Line Clearance Arborists
- ◆ UPS has a State of California Pest Control Business License
- ◆ UPS has a Agricultural Pest Control Registration number
- ◆ UPS has a QAL-Qualified Applicators License
- ◆ UPS uses trained personnel with a Pest Control Advisor License.

DD. INTERNAL AND SUPPORT STAFF:

United Pacific Services (UPS) maintains support staff for doing routine office functions from monitoring daily crew production and doing routine reports generated from our tree inventory software and daily work sheets for each of our government contracts. We are in constant contact with city and county staff in order to update their software system(s) if any or to update them on any matters concerning the landscape or tree maintenance project. In addition we employ backup personnel in order to meet contract deadlines and to provide daily services to our client governmental agencies. We can always be reached 24/7 and have the support of a well balanced and trained office staff. We continue to explore new and innovative ideas that will enhance our operations and support our client cities and county customers. This has enabled us to become very competitive in bidding contracts and has given our field crew(s) the support necessary to maintain a well balanced maintenance program.

EE. INTERNAL TRAINING PROGRAM FOR EMPLOYEES:

United Pacific Services (UPS) offers all of our employees a continuing training program to enhance their overall abilities in the field. This includes the proper techniques in the trimming of over 100 different species of trees found in California. We have on going safety training in the proper use of aerial equipment, chippers, dump trucks, stump grinders, root pruners, tractor loaders, aerial cranes, chain saws and other specialized tree maintenance equipment. We continually promote safety training for all of our employees including the training necessary to become a I.S.A. Certified Arborist, a I.S.A. Certified Tree worker, a Certified Crane operator and Certified Landscape Maintenance workers. We also have on-going training for our employees to become Certified and obtain a QAL license in the proper techniques of using, mixing and spraying agricultural and horticultural pesticide chemicals. In addition we offer an extensive training program using home study programs / videos in communication and dealing with property owners and the public while working in the field. Our employees are also trained and certified by CAL-Osha regulations and they are also certified and trained in Electrical Hazard Awareness and Emergency Response / Aerial Rescue Certifications.

FF. SAFETY TRAINING PROGRAMS:

- ◆ Safety Incentive Programs
- ◆ Aerial certification
- ◆ Crane operation certification
- ◆ Chipper operation certification
- ◆ Dump truck operation certification
- ◆ Certified Electrical training - certification
- ◆ Video training - ISA, TCIA and Landscape Association of Southern California
- ◆ Safety Incentive Programs
- ◆ Bonus Programs
- ◆ CAL-OSHA safety training
- ◆ Tailgate Safety Meetings
- ◆ Irrigation certification / videos
- ◆ Tree planting certification / videos

GG. FIRM' CUSTOMER SERVICE PROGRAM:

United Pacific Services, Inc. (UPS) has a full staff of full time employees who have been trained in dealing with the public. If any residence or property owners have questions concerning our maintenance program they can call our direct number at 562.691.4600, ext. 201 and ask for Ms. Karen Madison. Ms. Madison has the experience of dealing with the public and can answer any questions concerning our tree maintenance program. In addition any property owner can also call our General Manager who is in charge of setting up our crews in the field for additional information. Mr. Jack Mooring can be reached on his cell phone at 562.254.0749 or they can call Jack at our main office at 562.691.4600, ext. 106. We firmly believe that communication with the public, county and city representative is extremely important and having a first class Customer Service Program is very important to UPS and people we work for.

HH. PUBLIC COMPLAINTS OR DAMAGE TO PROPERTY:

United Pacific Services, Inc. (UPS) can respond to any complaint within two hours of notification and most of the time immediately. Any property damages and/or claims will be handled within 24 hours of notification with full resolution most of the time the same day. We believe that working for the city and county also entails developing a good public relations with the citizens / residence of the city and county to resolve any claims or misunderstanding of the work being performed. We realize and understand that developing good public relations is very important as we work with and for the city and county in completing our tree/landscape maintenance contract. Therefore we have set up a 24/7 phone numbers for the public, governmental agencies and residence of the city and county to call in case any questions need to be answered. They can call Gus K. Franklin, President at 562.691.4600, ext. 225 and they can also call Eric L. Franklin, Vice President at 562.691.4600 ext. 226. In addition they can also contact our General Manager, Jack Mooring at 562.691.4600 ext. 206.

II. EMERGENCY RESPONSE CAPABILITIES

United Pacific Services Inc. (UPS) can respond to any emergency within one to two hours of notification 24 hours per day seven days per week. We have support equipment and backup equipment parked at our main office facility and in addition we have equipment parked at various city yards ready to respond to any emergency seven days per week 24 hours per day. All emergencies should be directed to our field Supervisors that can be reached on their cell phones at Gus Franklin at 562.254.0749, Jack Mooring at 562.254.1196, Eric Franklin at 562.254.0746, Leo Ramirez at 562.2543158, Karen Madison at 562.536.1154, Antonio Gomez at 562.254.0067, Antonio Gomez Jr. At 562.254.1963, Ignacio Gomez at 562.254.3446, Jose Torres at 562.244.2890, Richard Gutierrez at 562.244.2632 and Enrique Gutierrez at 562.254.3117.

JJ. EQUIPMENT MAINTENANCE FACILITY:

United Pacific Services, Inc. Maintains a full service equipment maintenance facility at 5529 Leeds Street in the City of South Gate. This is a 2 acre yard with buildings and all necessary repair equipment to maintain over 100 vehicles and specialized maintenance equipment.

KK. PROPOSED PROGRAM:

Gus K. Franklin President of United Pacific Services, Inc. (UPS) has successfully supervised the completion of over \$92,000,000 in government contracts for over 85 cities 8 counties and the State of California during the past 40 years. In 1982 fourteen cities highly endorsed Mr. Franklin followed by ten governmental agencies in 2004 and again 10 governmental agencies in 2012. In addition Mr. Franklin has received sixty-five letters of recommendations from various cities, county and state agencies. The leadership of UPS is based on successfully completing millions of dollars in bonded contracts without any penalties or liquidated damages for failure to complete a contract on time or to specifications. With this extensive background UPS has the ability and knowledge to create a well balanced tree and landscape maintenance program for any city or county agency. If awarded the contract Mr. Franklin along with highly trained staff will evaluate the condition of the trees and landscape area and make a recommendation as to a well balanced maintenance program.. Our evaluation will be done by I.S.A. Certified Arborists with over 25 years of experience in completing government contracts. Our recommended program will be based on the condition of the landscape area and the annual budget. Working with city & county staff and UPS staff we will create a maintenance plan that meets the requirements of the contract and the community. UPS believes in developing a close working relationship with city/county staff while developing a Urban Forestry maintenance plan that meets the needs of the city/county and at the same time concentrates on targeting the removal of dangerous dead trees and broken limbs for safety reasons.

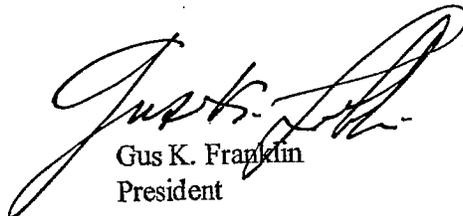
LL. ABILITY TO RECOMMEND AND MEET PROJECT SCHEDULES:

In order to meet project schedules UPS proposes to meet with city/county staff prior to starting the contract to develop a maintenance program together that meets the maintenance needs of the city and county. Our recommendations will be based on doing a complete tree evaluation throughout the contract in order to determine the condition of the urban forest. Our survey will include locating any broken limbs and any dead trees that could cause a potential liability to the agency. Our survey and evaluation of the trees will be a joint effort between our staff at UPS with input from city/county staff. Upon completion of our field inspection of each tree we will make recommendations to the city/county based on the city's annual tree maintenance budget. Our survey and recommendation will be completed by an I.S.A. Certified Arborists with over 25 years of experience in government contracts and will include target trimming of potentially dangerous trees throughout the contract area. After we complete our recommendation and with city and/or county authorization and approval we will employ an eight man crew with three aerial bucket trucks, two chipper dump trucks, two chippers, a one-ton pickup and a one-ton crew cab with all necessary support equipment including stump grinders, root pruners, crane trucks, tractor loaders, roll-off trucks and additional specialized tree equipment. Once we start the contract we will keep our crew working on a schedule that meets contract requirements as determined by the agency. Our crew will also be supported with an additional crew, if necessary, of equal size that can be moved into the contract on a twenty-four notice. Our ability to meet contract deadlines is based on successfully completing over \$92,000,000 in city, county and state contracts during the past forty years for 85 governmental agencies.

MM. CAPABILITY TO PERFORM ALL PROPOSED SERVICES:

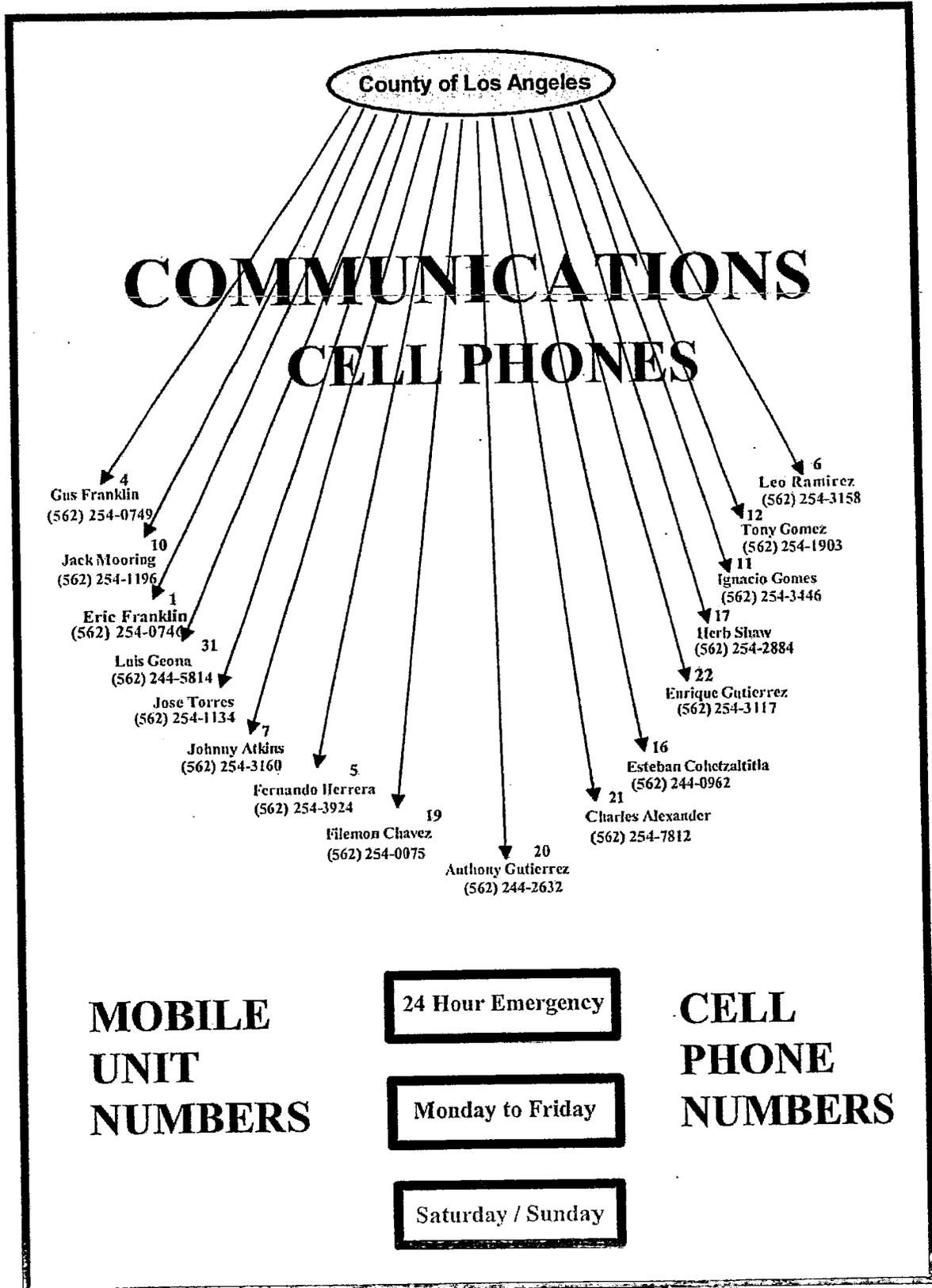
United Pacific Services, Inc. (UPS) has invested over \$3,000,000 in specialized tree equipment during the past ten years. In addition we have successfully completed over \$92,000,000 in government contracts over the past forty years. We have received 65 letters of recommendation from various city, county and state agencies and have also received 34 endorsement signatures from various cities, counties and state agencies starting with fourteen (14) city endorsement signatures in 1981, ten (10) endorsement signatures in 2004 and finally ten (10) endorsement signatures in 2012. We are currently under long term and renewable contracts with nine cities and have been awarded long term and renewable contracts with the County of Los Angeles, County of Riverside and the County of San Bernardino. We have a long history of successfully completing all government contracts on time and to specifications. Therefore we have a proven track record and can meet all contract deadlines on time and to specifications. We have received various awards for outstanding excellence in completing tree trimming and landscape maintenance contracts including our award for the 1984 Summer Olympic Games for trimming 1,400 trees in preparation for the opening Ceremonies of the 1984 Summer Olympic Games of the XXIII Olympiad held in the City of Los Angeles. Please review our proposal to better understand our background in the tree and landscape maintenance industry. We specialize in doing municipal and county contracts and can provide a first class operation that has a long history of completing contracts on time and to specifications in southern California.

Very Truly Yours,



Gus K. Franklin
President

UNITED PACIFIC SERVICES
Mobile Radio Contact



Government Contracts Completed / Color Pictures



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

May 13, 2010

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

Dear Mr. Franklin:

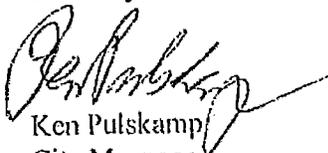
Subject: City of Santa Clarita Event Sponsorship

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 2010 Earth Arbor Day Festival. 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 2010 Earth Day Thank You Letter

cc: Ken Striplin, Assistant City Manager
Russell Sypowicz, Administrative Analyst, Sponsorship





THE CITY OF RANCHO CUCAMONGA

Mayor
DONALD J. KURTH, M.D.

Mayor Pro Tem
L. DENNIS MICHAEL

Councilmembers
REX GUTIERREZ
SAM SPAGNOLO
DIANE WILLIAMS

City Manager
JACK LAM, AICP

August 13, 2009

To Whom It May Concern:

Subject: Letter of Recommendation for United Pacific Services Inc., La Habra, CA

United Pacific Services has been with the City of Rancho Cucamonga since January 2009. During this period they have proved themselves as remarkably professional and proficient tree care providers. This is attributed to their high standards and commitment to providing excellent customer service. The maintenance crew supervisor is given a variety of tasks to be completed including pruning, removals, stump grinding and planting. They have modern vehicles and equipment at their disposal and use them efficiently and safely. Pruning is done in accordance with the International Society of Arboriculture's standards; removals are completed quickly and safely and stumps are completely ground out with the area brought to original grade. The maintenance crews are always courteous to residents, handling any of their questions politely and professionally.

United Pacific Services is a company that will follow maintenance specifications or special provisions in detail. As a twenty-one year employee of the City of Rancho Cucamonga, with eighteen of those years involved in tree maintenance, I am proud to recommend this company.

Sincerely,

Anthony Albano
Tree Maintenance Coordinator
909-477-2730 ext. 4115



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



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

2760 Studebaker Rd. Long Beach Ca. 90816 (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

Berth 16;

600 Fire 'A' Street

Post Office Box 780

January 12, 2004

Whittier, CA 90742-0780

Tel 310 732-3553

Fax 310 604-8249

www.portoflosangeles.org



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. Harsh, Mayor
City of Los Angeles

Board of Harbor
Commissioners

Nicholas G. Tashch, President

Wood Lot, Vice President

James E. Acevedo

Gary T. Kocak

Thomas H. Warren

Larry A. Moran
Executive Director

An Affirmative Action/
Equal Opportunity Employer

Recycled and Recyclable



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.

Steve Graves
Larry McCallon
John Timmer

City Manager
Sam J. Rencadio

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.

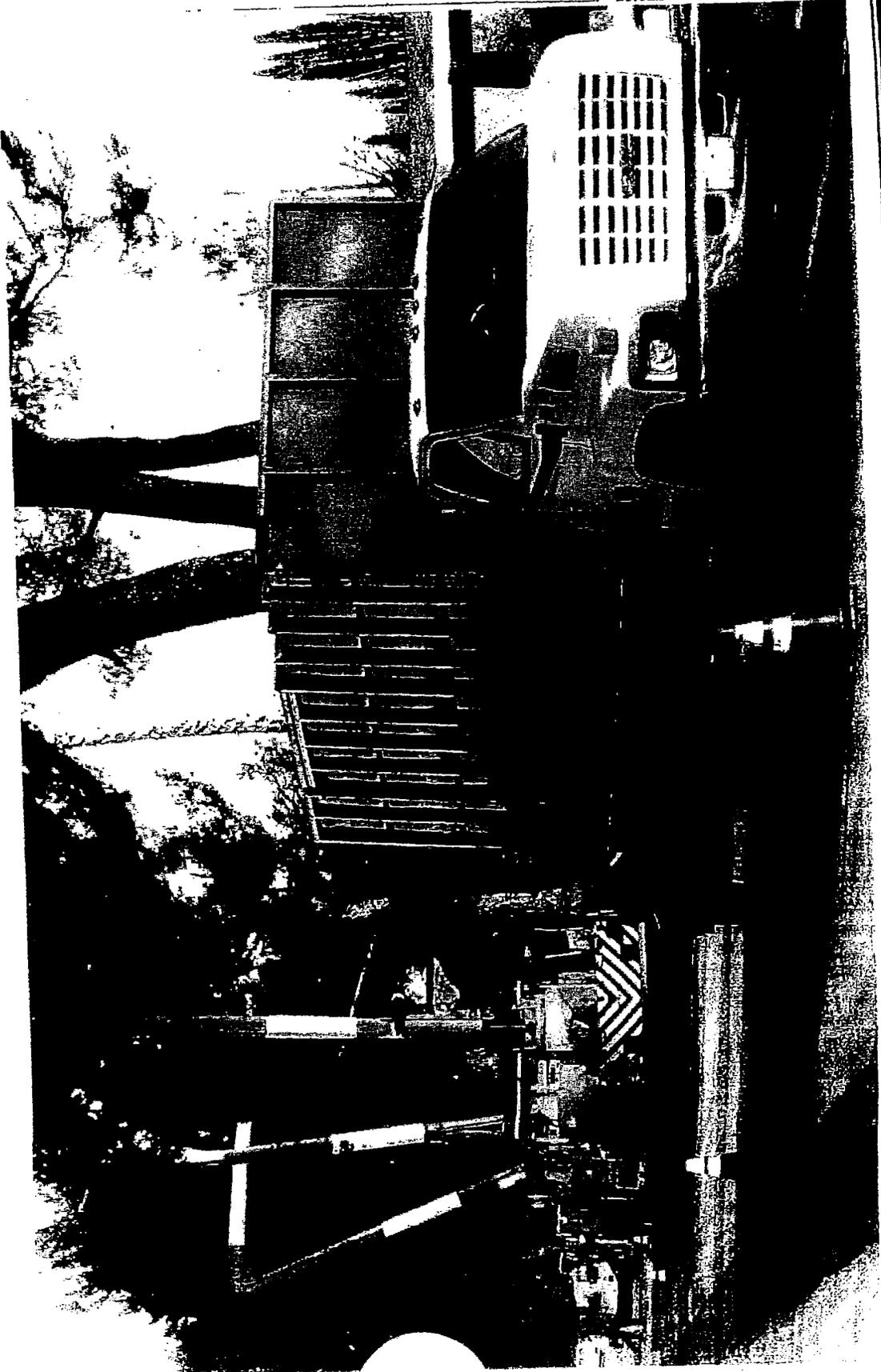
The City competitively bids its tree trimming services on an annual contract with five one-year renewal clauses. In 2001 the City rebid the contract and Mr. Franklin, d.b.a. United Pacific Services, Inc. was again awarded the contract and the City has subsequently renewed it annually. The City has had 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
Public Works Manager

CITY OF SANTA CLARITA
YEAR 2009



CITY OF RANCHO CUCAMONGA
YEAR 2009



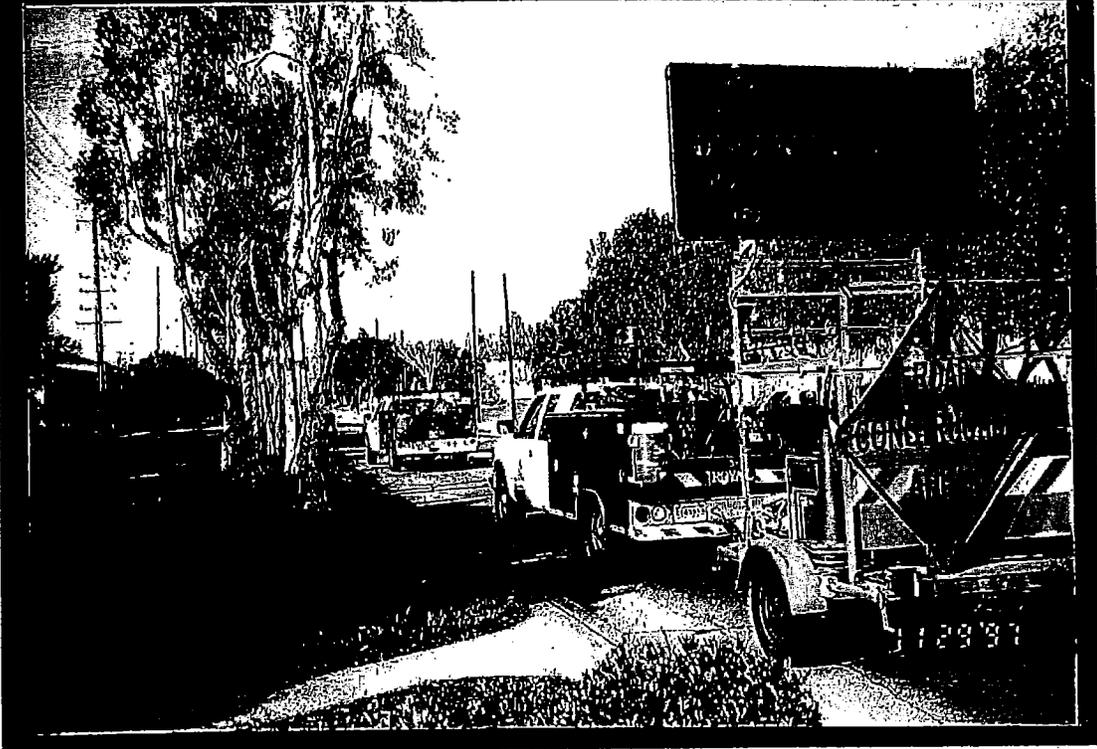
United Pacific Services, Inc.

CITY OF LONG BEACH
YEAR - 2001



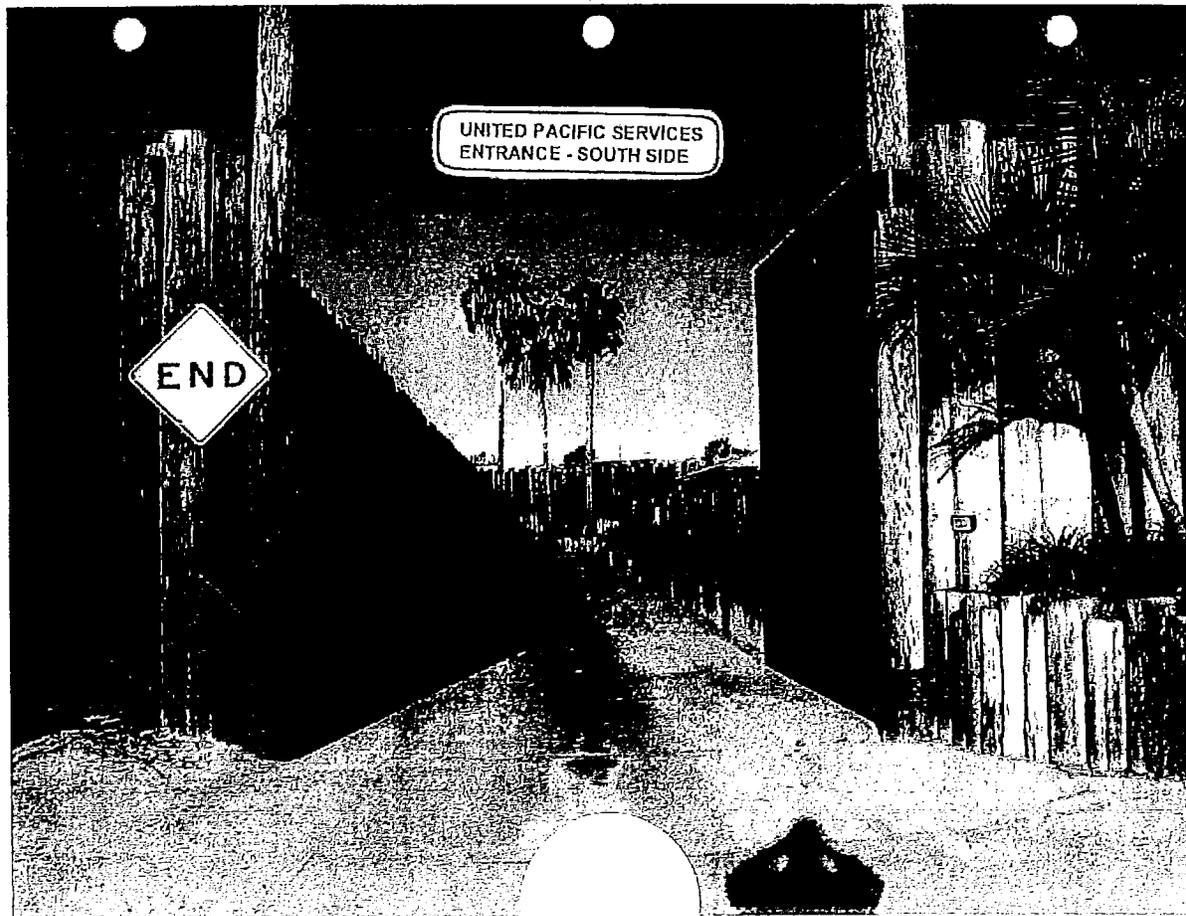
- ♦ United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract awarded to United Pacific. The annual budget for this contract is \$75,000 per year.

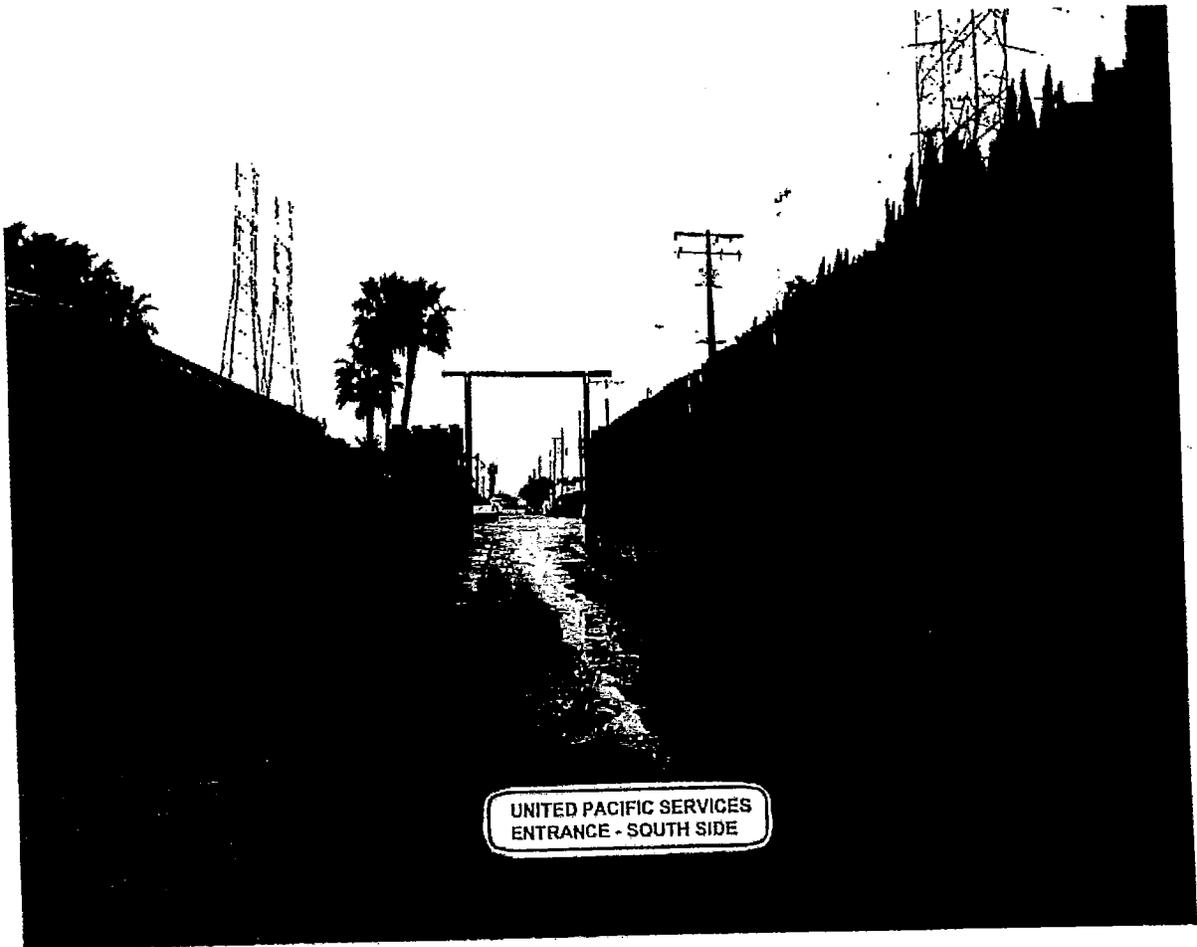
CITY OF COMMERCE - November 29, 1997



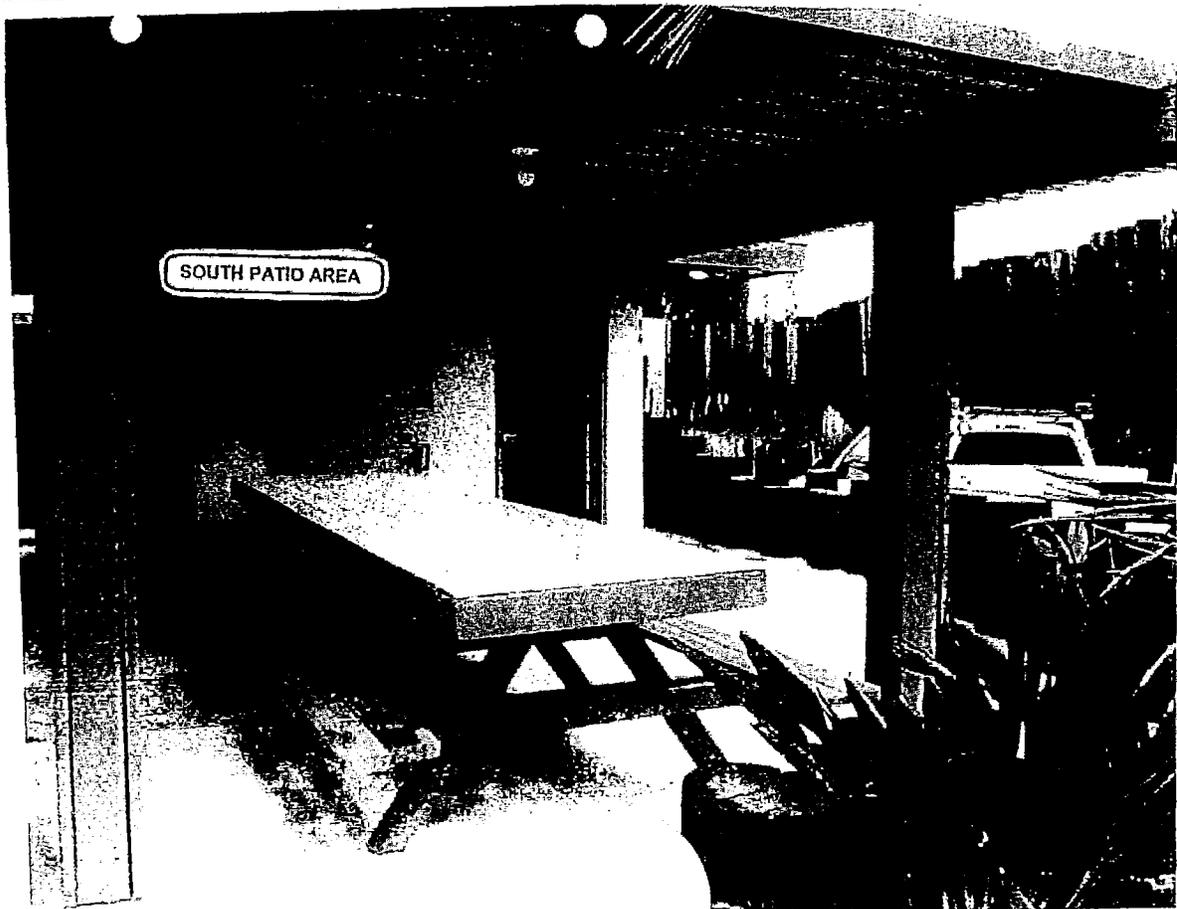
**United Pacific Services, Inc.
Operational Facility**

**5529 Leeds Street
South Gate, CA 90280**



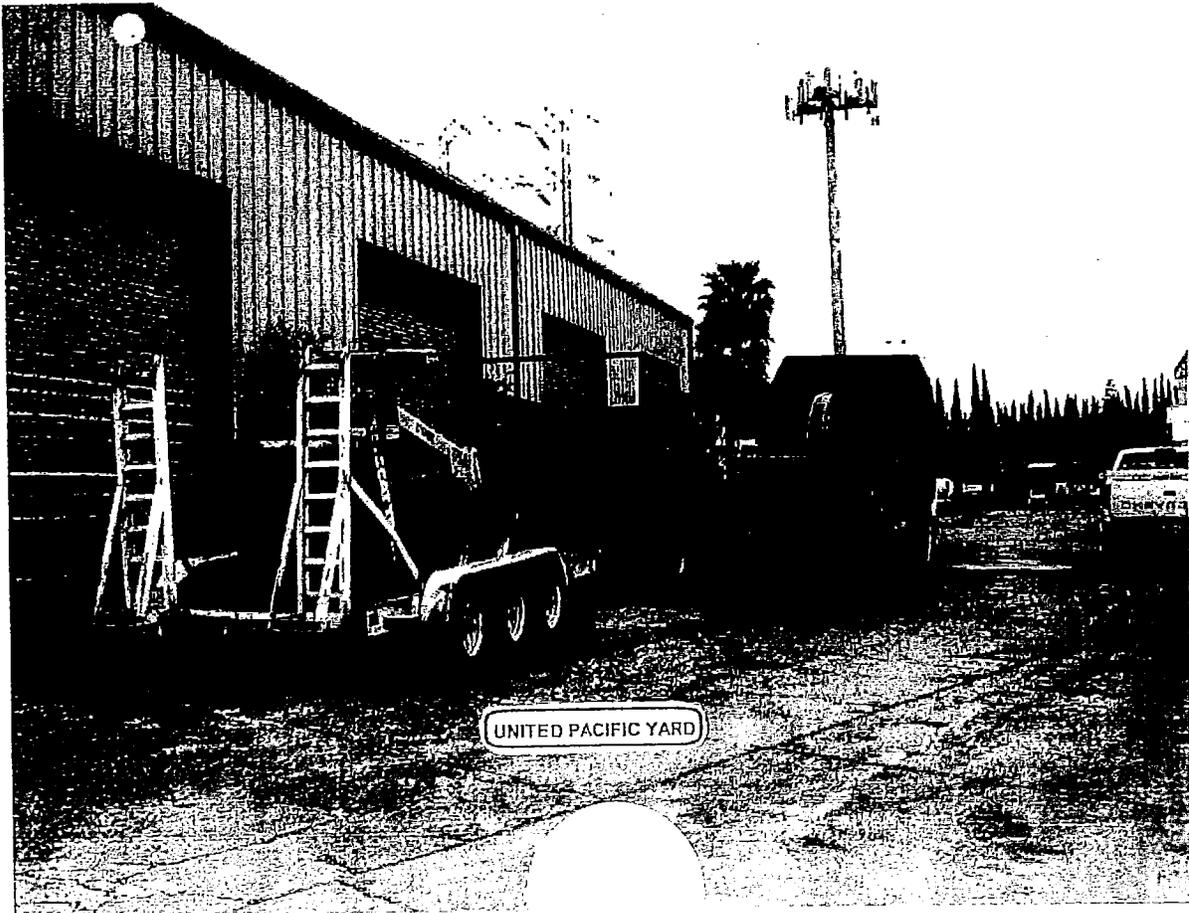
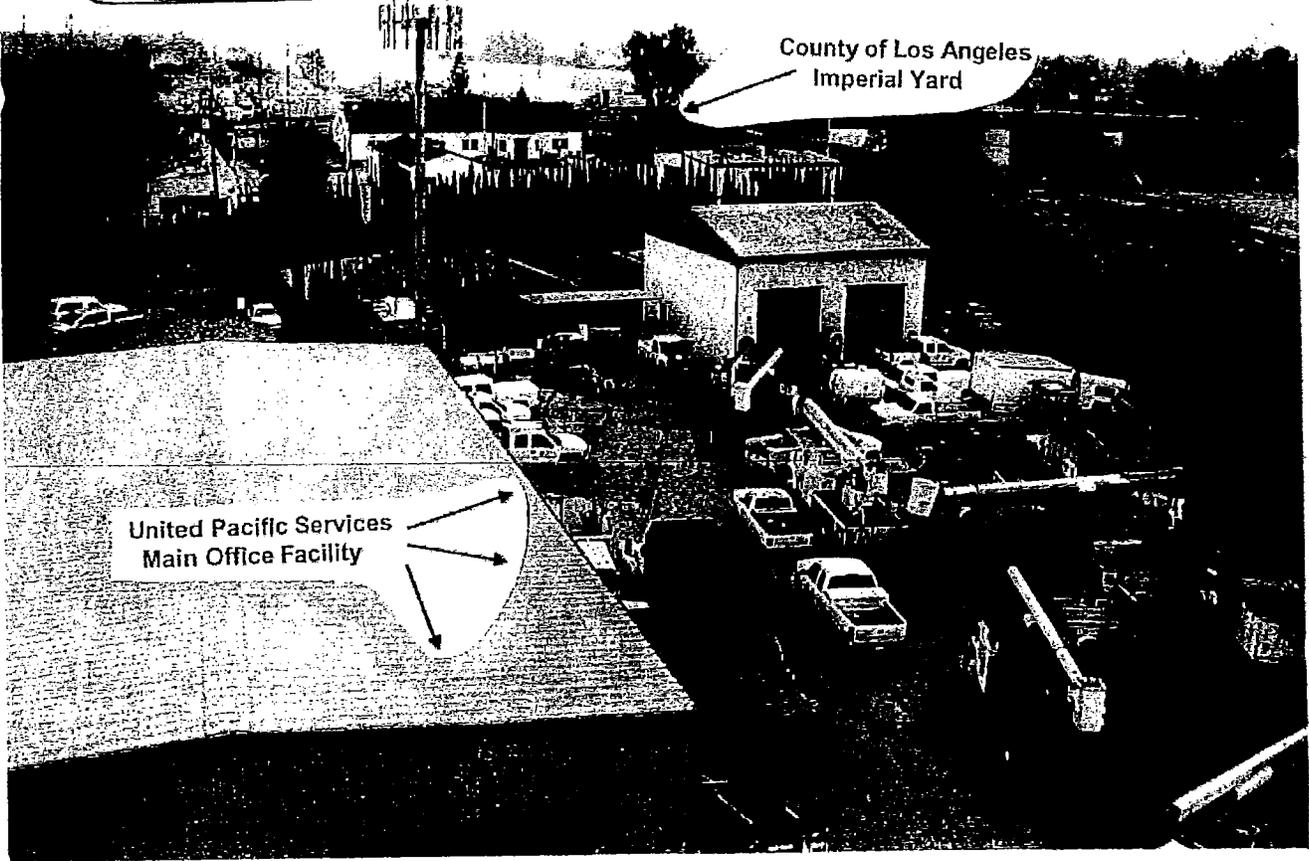


UNITED PACIFIC SERVICES
ENTRANCE - SOUTH SIDE



SOUTH PATIO AREA

UNITED PACIFIC YARD
OFFICE - AERIAL VIEW

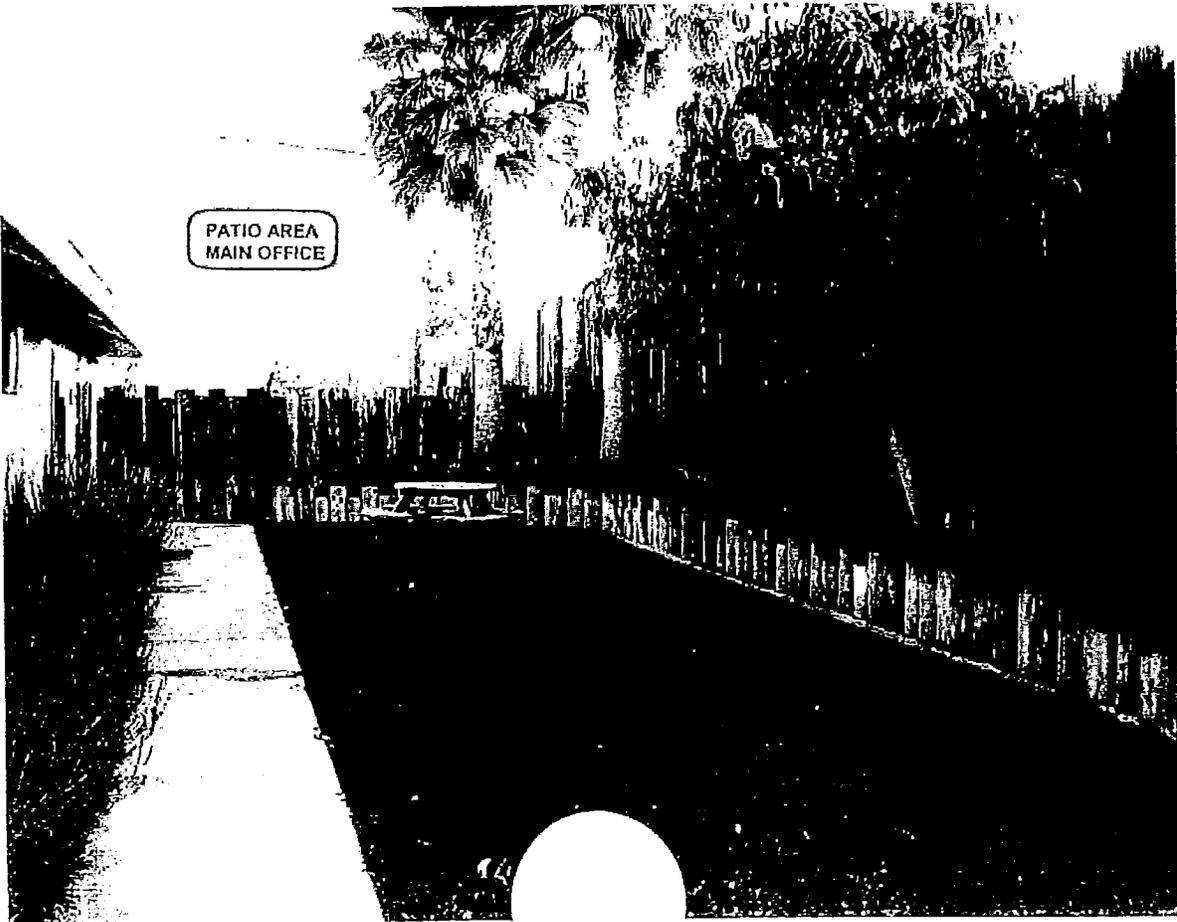
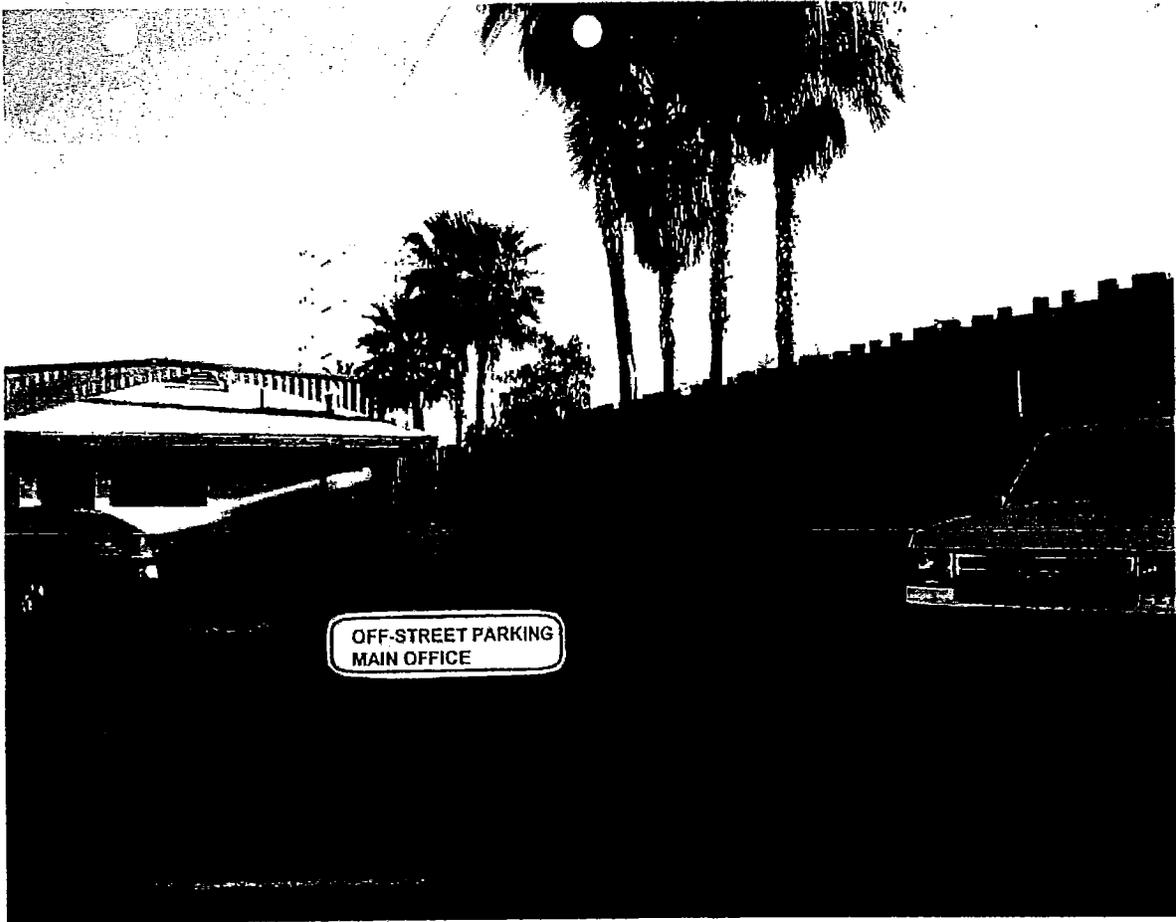


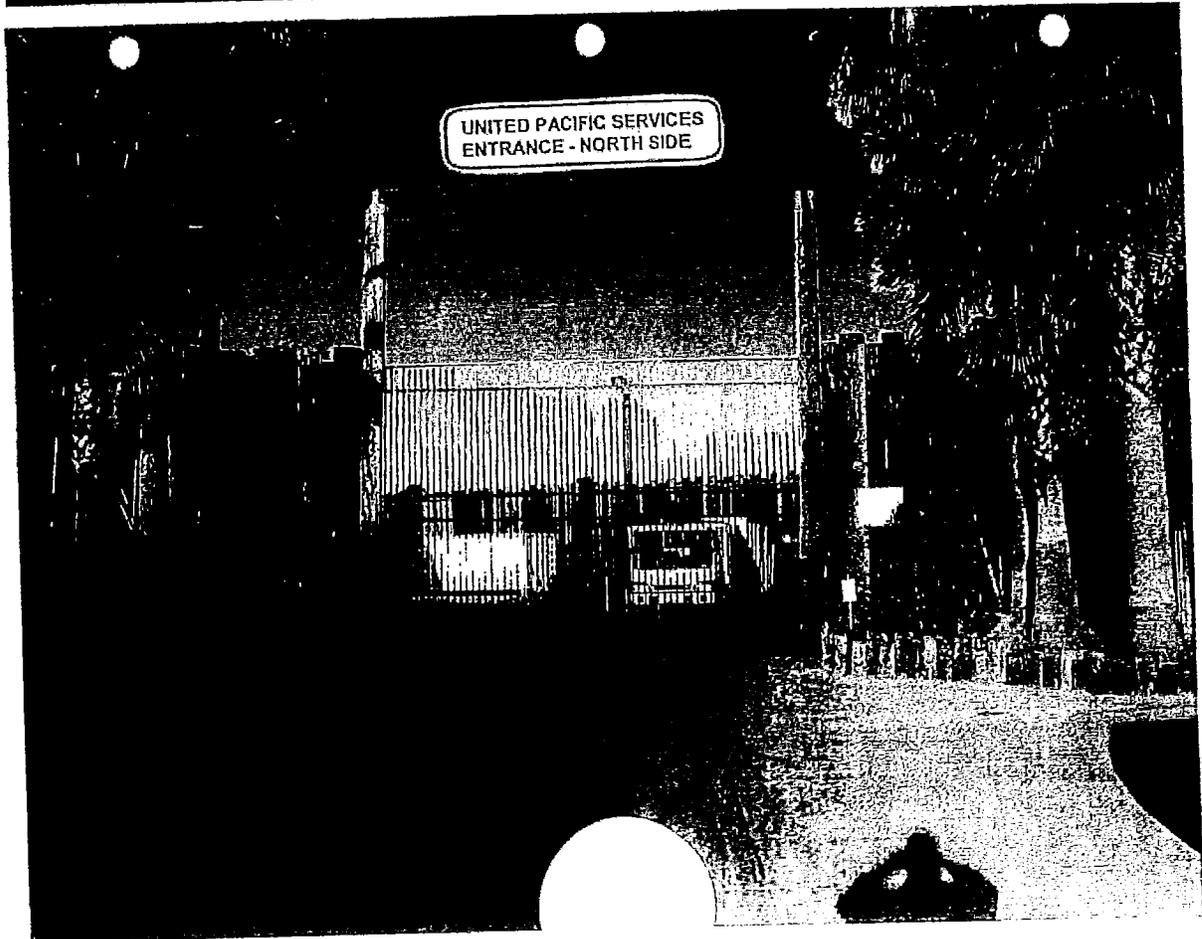


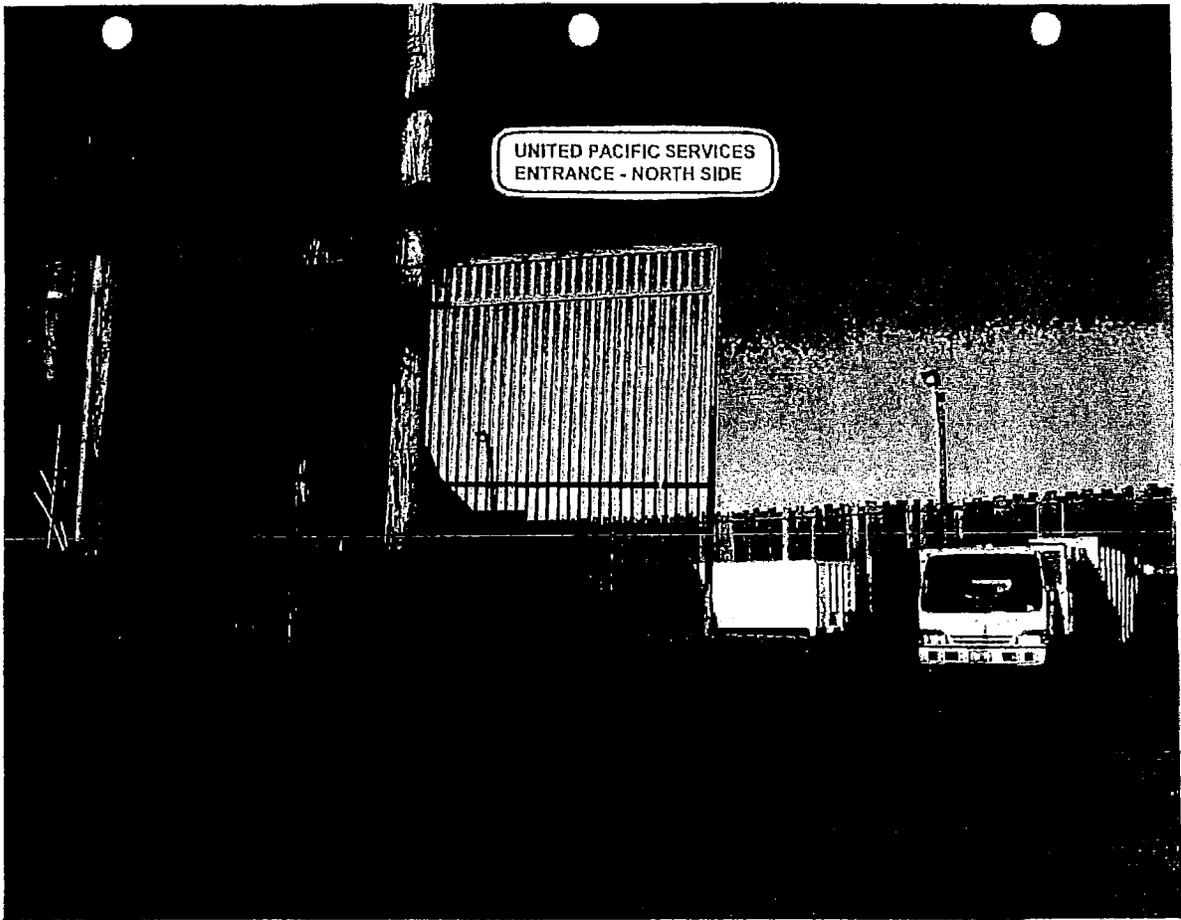
UNITED PACIFIC YARD



4,810 SQUARE FOOT
STORAGE BUILDING







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Safety Program

Certificates of Safety Management

First Aid / CPR Certifications

United Pacific Services, Inc.

Safety Program

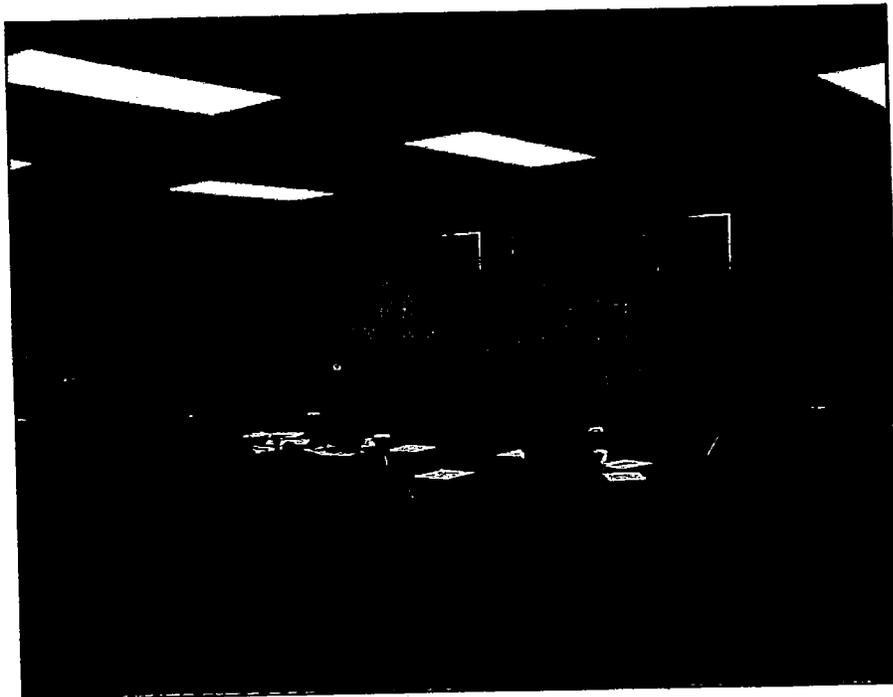
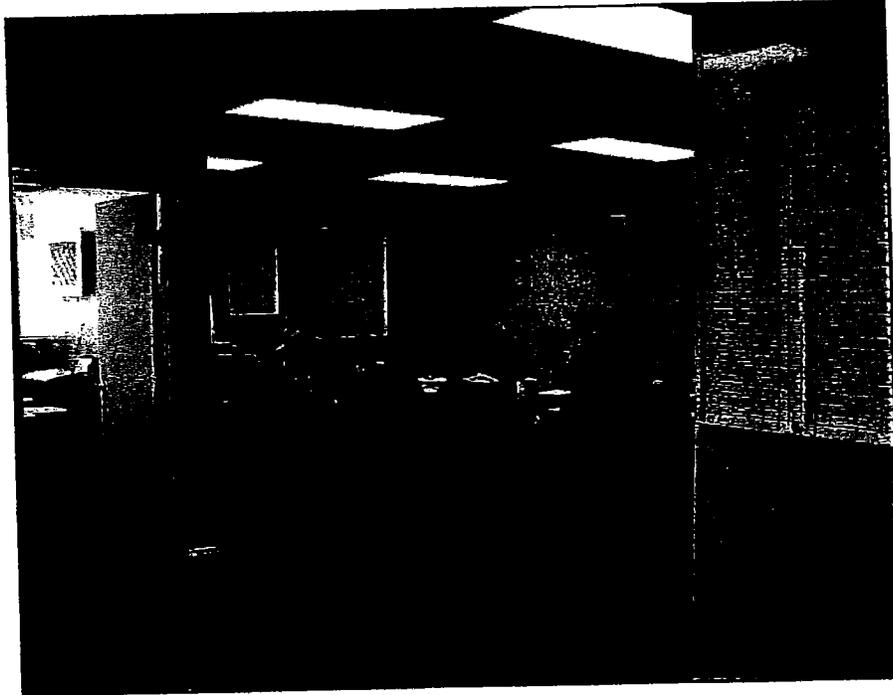
United Pacific Services, Inc. (UPS) mandates that all employees must be Certified by the National Arborist Association or its Equivalent and Certified in Cardiopulmonary Resuscitation and Emergency Cardiac Care "CPR". This Certification was created by the National Arborist Association with input from its Safety and Education Committees and ANSI Z133.1-1994 Committee members. ACRT., Inc. Institute of Arboriculture and Urban Forestry revised and expanded the scope of the original manual to incorporate new rules, regulations, and technology changes, especially those of the new OSHA 29 CFR, Part 1910.269 Distribution Safety Standards. The American National Standard Institute (ANSI) Z133.1-1994 Tree Safety Standard and OSHA 1910.269 require the owner (City, County, State, Federal, and Private Contractors) must certify that they have met the requirements by January 31, 1995 or that the contractors performing the work are certified. The ANSI Z133.1-1994 Standard is the tree care industry's consensus safety standard. ANSI Z133.1-1994 is enforced under the Occupational Safety and Health Act of the United States Federal Government. OSHA 1910.269 requires that tree worker must be trained in Cardio-Pulmonary Resuscitation (CPR) and must submit current proof to indicate they have satisfactorily completed an approved CPR training program.

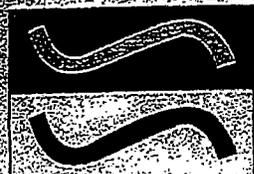
- ◆ *The majority of the employees of UPS have completed training thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry and thru the I.S.A. Safety Training Program and are Certified to meet the Federal CAL-OSHA regulation.*

SAFETY PROGRAMS.

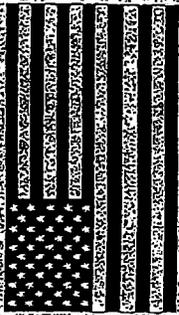
1. Injury and Illness Prevention Safety Program - (see enclosed safety manual)
2. Weekly Tailgate Safety Meetings - (all crews including management staff)
3. Apprenticeship Training Programs - (first and third Saturday of each month)
4. Continuous training thru the ACRT., Inc. Institute of Arboriculture and Urban Forestry in all of their Safety Programs.
5. Continuous training in the Proper use of chain saws, climbing techniques, aerial rescue, ability to safely rope limbs, proper use of hand tools for line clearing, proper use of Aerial equipment, tree trimming, tree removal operations and the dangerous working around energized electric conductors - (training conducted by UPS Certified Tree Workers)
6. Continuous training with Video presentations by the I.S.A. Association in Professional Tree Care, Aerial Rescue, Chain Saw Safety, Pruning Techniques and the proper use of brush chippers and related equipment.
7. Monthly Safety Reviews by management staff. Incentive programs to promote a safe work environment - (lunches, dinners, bonus, days-off, week-end trips, etc.)
8. Assistance and training in obtaining Certification for "Tree Worker" and "Arborist" in the International Society of Arboriculture certification program (ISA).

United Pacific Services, Inc.
Weekly Safety Meetings





**SAFETY
SERVICES
COMPANY**



CERTIFICATE OF RECOGNITION

This certificate of recognition is awarded to

United Pacific Services, Inc.

In recognition of active participation in the Safety Sam network of safety-minded companies and to demonstrate their commitment to O.S.H.A. compliance

ACTIVE MEMBER SINCE: 10/16/2007

EXPIRES: 12/06/2012

DEVON DICKINSON, PRESIDENT

10/16/2007

DATE

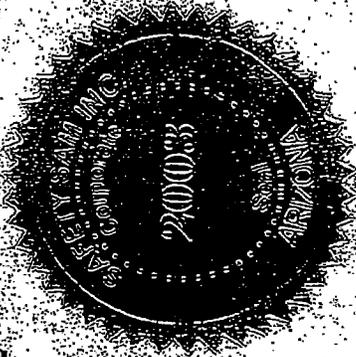
SAFETY SERVICES COMPANY

P.O. BOX 6408

YUMA, AZ 85366-6408

TEL: (866) 204-4786

MEMBERSHIP No. C56284



American EHS
Environmental Health & Safety

Salvador Padilla
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Atoncio Hernandez
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Ignacio Gomez
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Enrique Gutierrez
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Antonio Gomez Sr.
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Antonio Gomez Jr
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Evan Whitmarsh
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Jose Torres
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Gonzalo Hernandez
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Julian Jimenez
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Macias
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Wilfredo Guevara
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Maric
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Luis Padilla
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Maric
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

Eric L. Franklin
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Maric
Instructor Signature

July 10, 2010
Renewal Date

American EHS
Environmental Health & Safety

James A. Madison
has participated in an American Environmental Health & Safety
course consistent with the curriculum for:
Adult CPR & First Aid

David Maric
Instructor Signature

July 10, 2010
Renewal Date

EMS Safety Services

Roberto Inzunza

Has been certified in

CPR/Basic First Aid

Issue Date 2-26-11 Expiration Date 2-2013

Instructor J. Casillas Cert. # CA3105

EMS Safety Services

Jorge Torres

Has been certified in

CPR/Basic First Aid

Issue Date 2-26-11 Expiration Date 2-2013

Instructor J. Casillas Cert. # CA3105

**PRINCIPLES
OF
SAFETY MANAGEMENT**

Certificates of Completion / Compliance



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Jack Mooring

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



Safety Training Specialists, Inc. presents this certificate to:

Leo Ramirez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
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Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.sisosha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Anthony Gutierrez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



**Safety
Training**

Specialists, Inc.

presents this certificate to:

Ignacio Gomez

employee of United Pacific Services, Inc.

for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

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National Safety Council -- American Safety and Health
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and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



Safety Training Specialists, Inc. presents this certificate to:

Eusebio Maldonado

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

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and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



**Safety
Training**

Specialists, Inc.

presents this certificate to:

Tim Kudinoff

employee of United Pacific Services, Inc.

for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

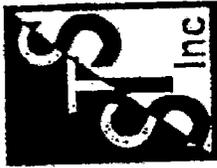
Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsosh.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Johnny Atkins

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

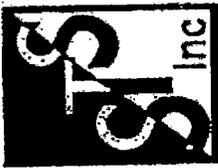
Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.sfsosha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Antonio Gomez

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsosh.com



**Safety
Training**

Specialists, Inc. *presents this certificate to:*

Antonio Gomez Jr.

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsusha.com



**Safety
Training**

Specialists, Inc. presents this certificate to:

Jose Torres

employee of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California-CSTI HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsasha.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Erik L. Franklin

Executive Vice-President of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with
California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT

Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI/HAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsoshn.com



**Safety
Training**

Specialists, Inc.

presents this certificate to:

Gus K. Franklin

President of United Pacific Services, Inc.
for successfully completing an Eight-Hour course in

Principles of Safety Management for Supervisors

in compliance with

California Code of Regulations, Title 8 Sections 3203, 1509 and 1510.

Frank J. Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT
Course Director:

Occupational Health and Safety Administration --
National Safety Council -- American Safety and Health
Institute -- International Board of Environmental Health
and Safety -- American Red Cross -- American Heart
Association -- State of California CSTI HAZMAT

Mariano Kramer
Instructor / Senior Safety Consultant

April 4th, 2008
Date of Completion

800 794-7233

www.stsoshia.com

Equipment / Color Pictures

Air Resource Board Certifications / CHP Bit Software

Aerial Certifications - Annual Inspection & DC Dielectric Tests

California Environmental Protection Agency Air Resources Board

Certificate of Reporting Completion Truck and Bus Regulation

Issued to:
United Pacific Services Inc
Motor Carrier: CA-197287
31 Vehicles Reported

Based on the fleet owner having attested that the statements and information that it has provided to the Air Resources Board (ARB) are true, accurate, and complete regarding all vehicles in the fleet subject to compliance, ARB hereby finds that the fleet listed above has met the reporting requirements of title 13, California Code of Regulations, section 2025 of the Truck and Bus Regulation and can use alternative compliance options as specified in the regulation. If ARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to non-compliance penalties.

This certificate is valid until **December 31, 2013**



Robert Cross
Division Chief, Mobile Sources Control Division
California Air Resources Board

TRUCRS ID
20333

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php



UNITED PACIFIC SERVICES, INC.

All UPS trucks are inspected by using TATEMS BIT Software. If awarded contract, UPS will assign vehicles and provide current BIT inspection reports for those vehicles assigned to the contract.

TATEMS was created in 1998 with the CHP BIT Inspections (California Highway Patrol Biennial Inspection of Terminals) in mind by PC Help LTD. It's purpose is to simplify your Fleet Maintenance record keeping so that your mechanics can focus on the equipment rather than paperwork.

Equip #	Description	Year	Make	Model	Customer	Odometer
FT23	FUEL TRUCK	1991	ISC			0
GA20	GRADER	1997	CUMMINS	780A	BYZ	0
GR63	GRADER	1998	JOHN DEERE	772CII SERIES I	BYZ	0
HT44	SEMI	1997	INTERNATIO	AT 9513	BYZ	101368
HT46	SEMI	1997	INTERNATIO			81698
HT47	SEMI	1994	INT		BYZ	109002
HT48	SEMI	1979	INTERNATIO		BYZ	407
PA22	PADEFOOT PAKER	1995	CAT	CP563C	BYZ	0

Equipment Number	HT44	Description	SEMI
Notes		Inspections/Permits	
Files		Work Orders	
Equipment Summary	90-Day Inspection	Lube/Service	Record Maintenance/Reports
		Repairs Completed	Parts For This Equip
			Fuel Log

Equipment Details	Quick Find	Force Update
Sort Order	1072	<input type="checkbox"/> Out Of Service?
Vin Number	1FDY96WXXXVXXX	
Year	1997	
Make	PCPD	
Model	AT-9513	
Engine	CAT3406 (#39842)	
Utensil Photo Number	APU151	
Capitol Equip Num	05585	
Purchase Order Num	00788	
Gas Card Num	45495	
Condition	Excellent	
Fuel Type	Diesel	
Unladen Weight	5000	
Unladen Gr Weight	20000	
Combined Gr Weight	30000	

Equipment Location	Customer	BYZ
	Location	MED NAT
	Department Or Area	ROAD

Current Odometer/Hours	Update Odometer And Hours
Odometer: 803669	Hours Log: 16460
Odometer Date: 3/31/2005	Hours Date: 1/11/2004

Maintenance/Service			
Lube/Service Type	Next Mileage/Tm	Next Hours	Next Date
10000KMS/300HRS	810593	16760	

90 Day Inspection Dates
90 Day Inspection Completion Date: 02/24/2005
Next 90 Day Inspection: 05/26/2005
<input checked="" type="checkbox"/> 90 Day Inspection Required

Driver History	
Driver Num Name Begin This Equip End This Equip Registration/Notes	
120 KAFFVII:CLAUSEH Insurance	
	Financials
	Coolest/Testing
	O2 Analysis
	Misc Details

Version 2005.3.1.0010 TATEMS 2005 Best Viewed at a Screen Resolution of at least 1024 x 768

STATEMENT OF EQUIPMENT FORM

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.
 ADDRESS: 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310
 TELEPHONE: (562) 691-4600 x225

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL / NON-OPERATIONAL	LOCATION
3/4 Ton P/U Ex Cab	GMC	2500 HD	2005	117920	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	107768	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	387977	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	240479	Excellent	Operational	South Gate Yard
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	100434	Excellent	Operational	South Gate Yard
Dump Truck	GMC	W4500	2003	001590	Excellent	Operational	South Gate Yard
Dump Trk. Crew Cab	GMC	W4500	2002	802195	Excellent	Operational	South Gate Yard
1 Ton P.U. Crew Cab	Chevrolet	3500	2001	181440	Good	Operational	South Gate Yard
1 Ton P.U. Crew Cab	Chevrolet	3500	2001	186770	Good	Operational	South Gate Yard
1/2 Ton P.U. Ext. Cab	Ford	1500	2000	K37425	Good	Operational	South Gate Yard
3/4 Ton P.U. Ext. Cab	GMC	2500 HD	2004	385431	Excellent	Operational	South Gate Yard
Tractor Loader	JCB	520-50	2002	882790	Good	Operational	South Gate Yard
Aerial Bucket Truck	STERLING	Terex 5FC-55	2001	H56999	Excellent	Operational	South Gate Yard
Aerial Bucket Truck 95'	GMC	Terex 6H-65	2002	J504839	Excellent	Operational	South Gate Yard
Chipper Truck	GMC	G7500	2004	F501634	Excellent	Operational	South Gate Yard
Roll-Off Truck	VOLVO	VN660	1999	N776433	Excellent	Operational	South Gate Yard
Brush Chipper	VERMEER	BC1500XL	2009	1002261	Excellent	Operational	South Gate Yard

STATEMENT OF EQUIPMENT FORM

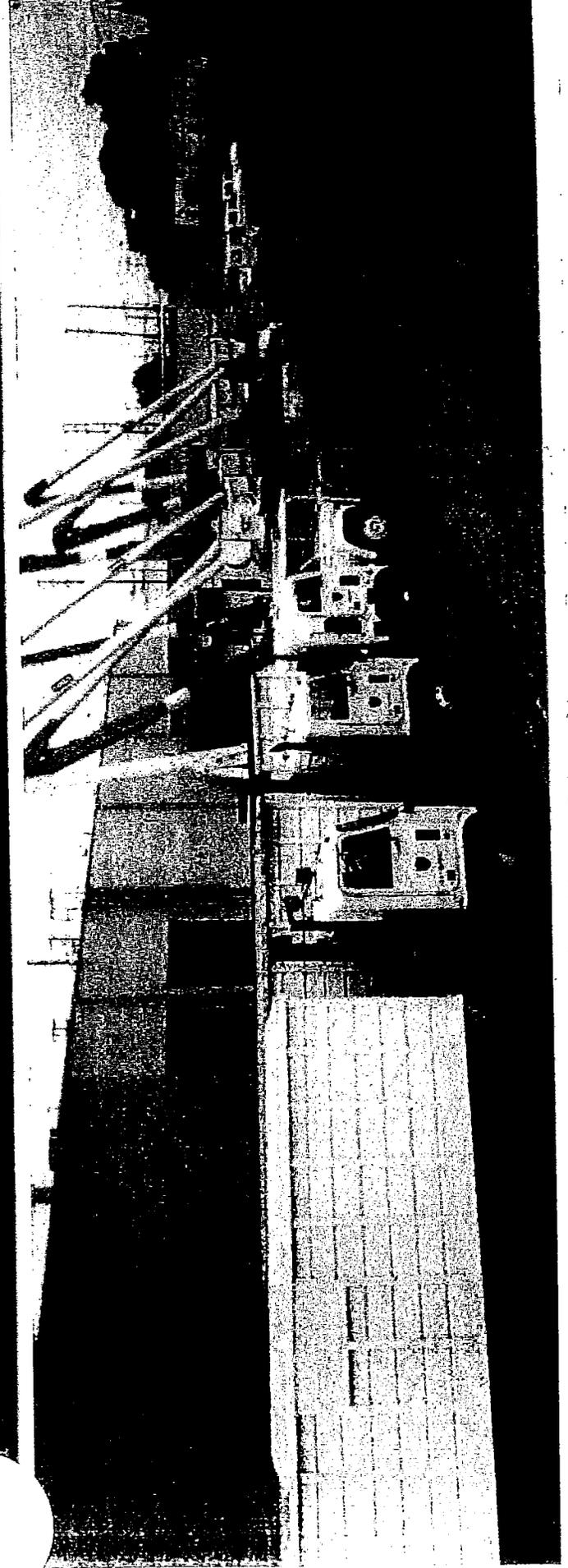
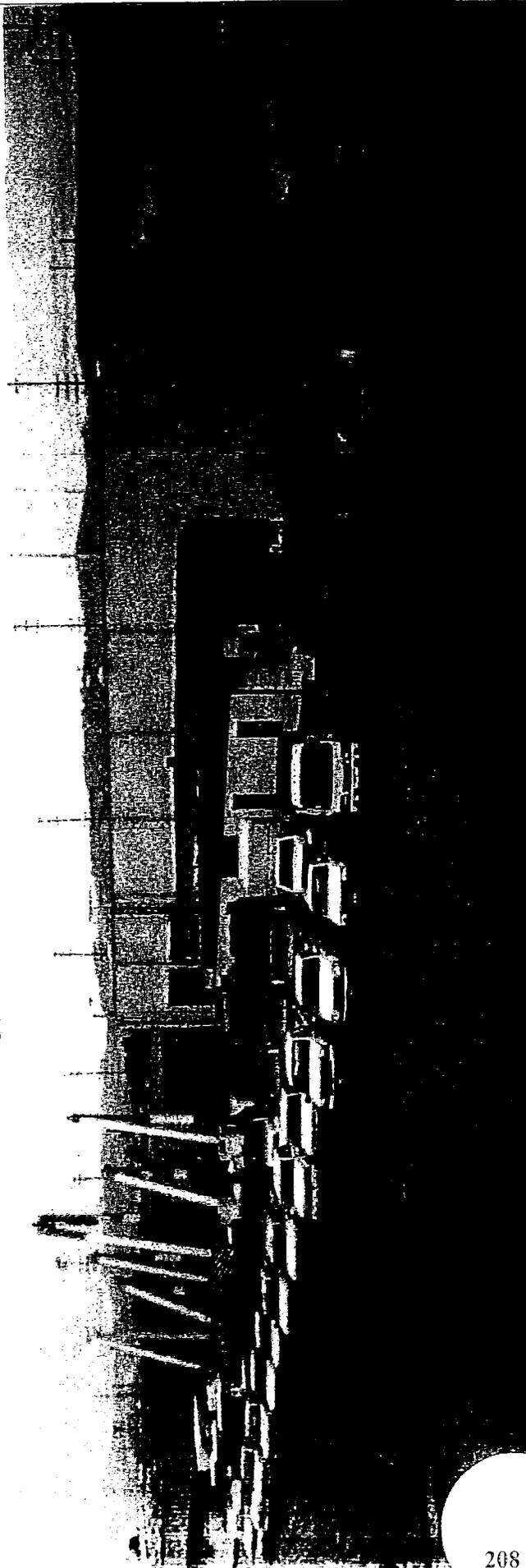
PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.
 ADDRESS: 120 E. La Habra Blvd., STE 107, La Habra, CA 90631-2310
 TELEPHONE: (562) 691-4600 x225

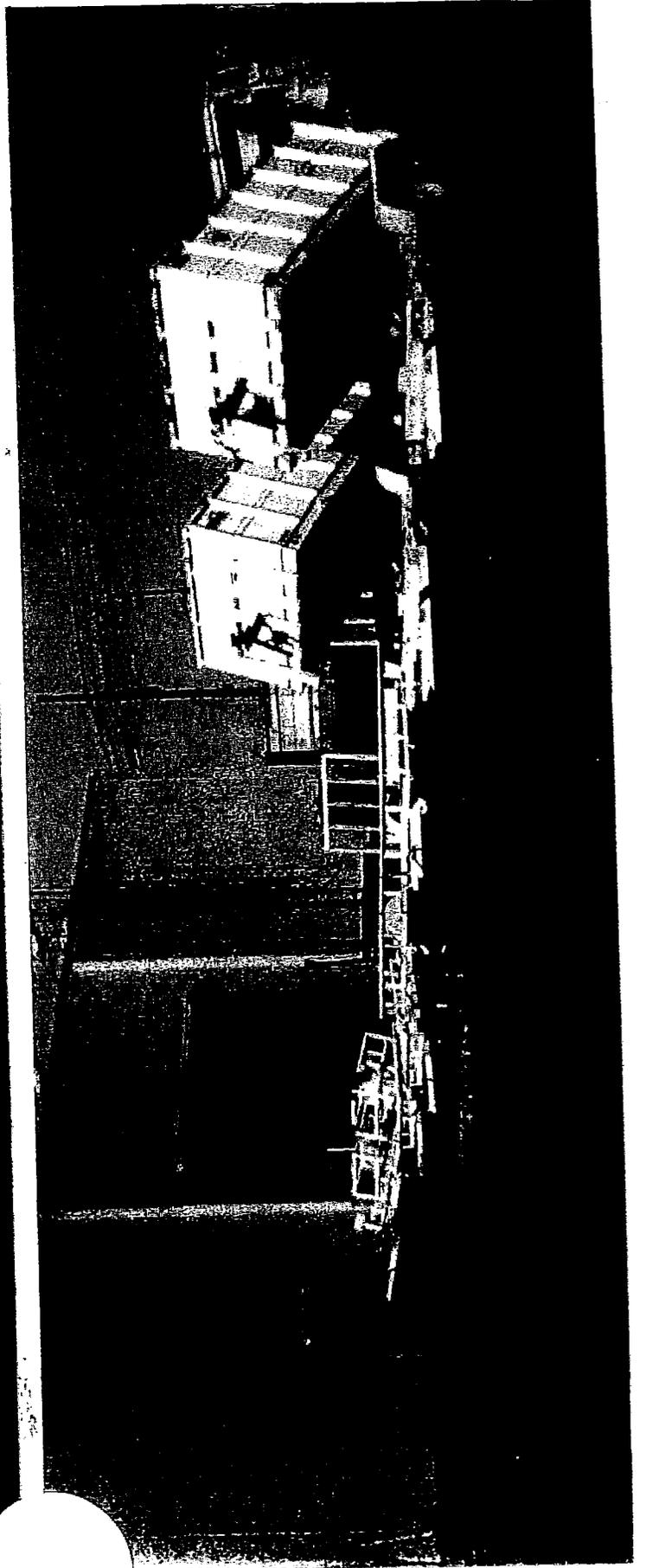
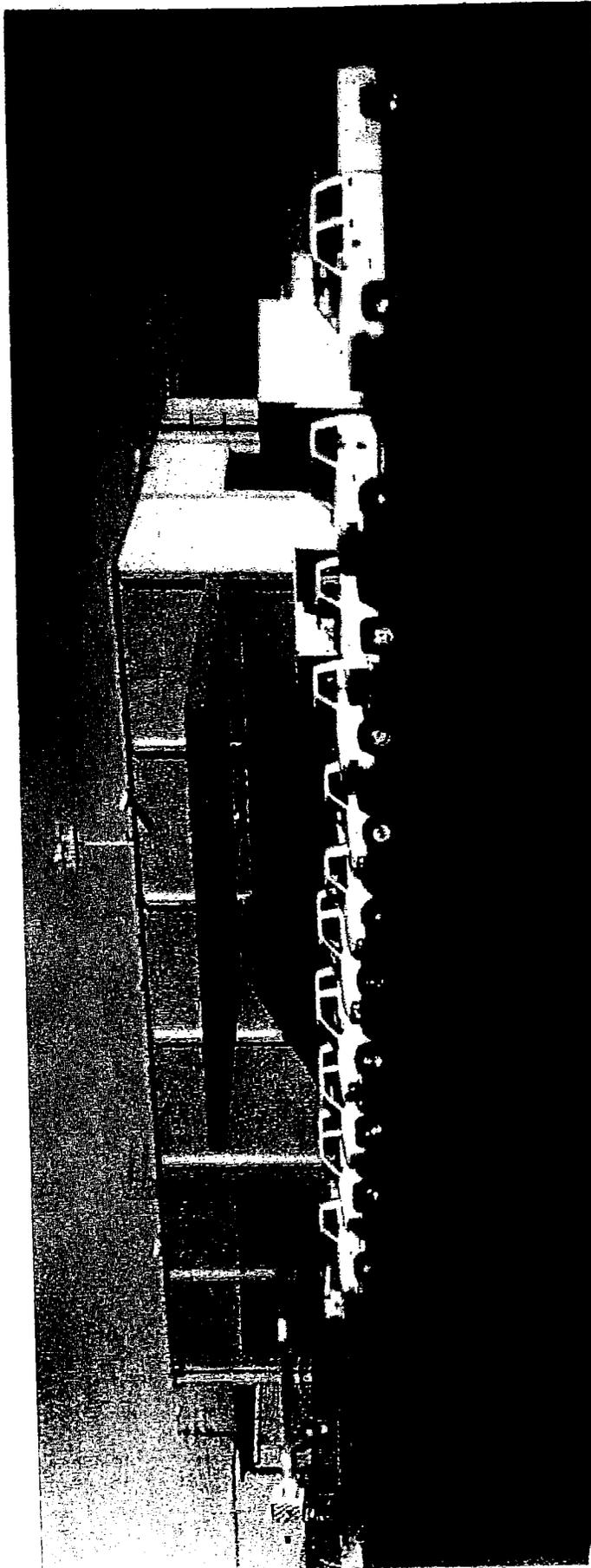
STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

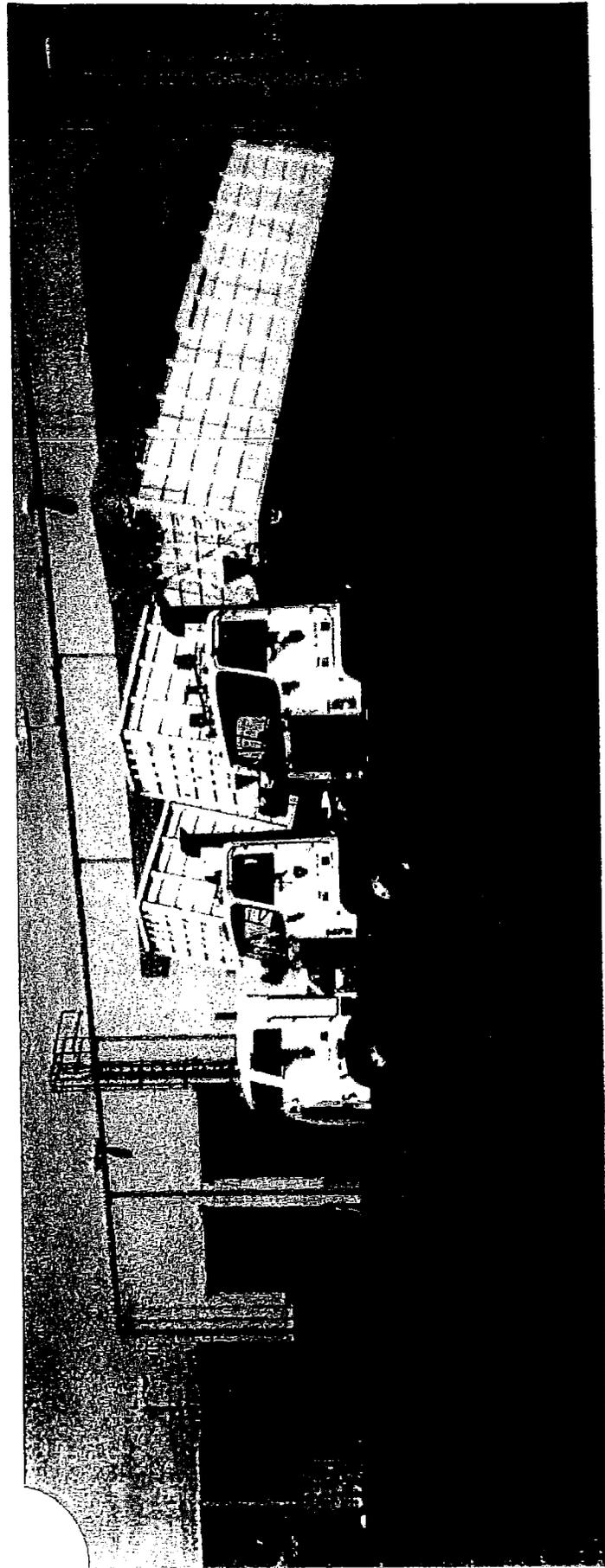
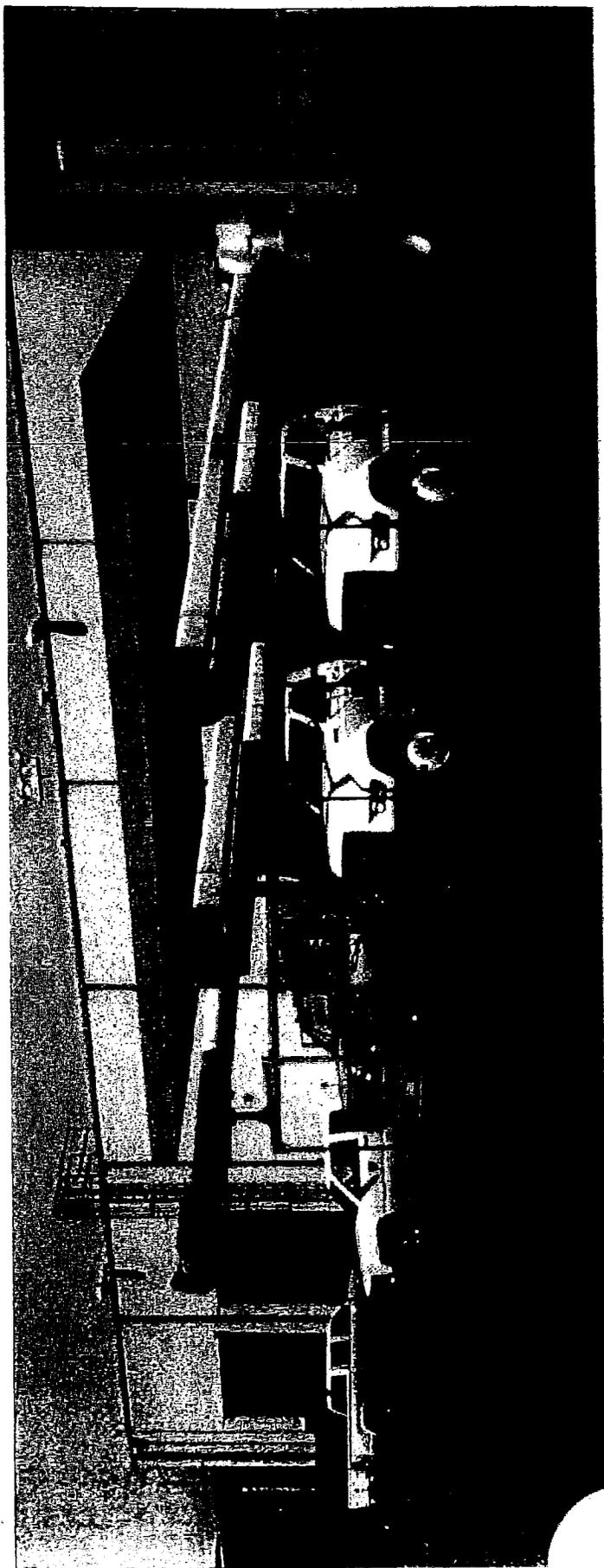
Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL / NON-OPERATIONAL	LOCATION
Stump Grinder	Vermeer	SC752	2002	658998	Excellent	Operational	South Gate Yard
Stump Grinder	Vermeer	SC752	2003	781781	Excellent	Operational	South Gate Yard
Brush Chipper	Bandit	1890XP	2008	002274	Excellent	Operational	South Gate Yard
Chipper Truck	International	4300	2003	588905	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	International	Terex 5FB-55	1997	476248	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	GMC	Altec AA600	1997	518437	Excellent	Operational	South Gate Yard
Chipper Truck	FORD	F750	2000	A43138	Excellent	Operational	South Gate Yard
Chipper Truck	FORD	F750	2000	A44032	Excellent	Operational	South Gate Yard
Chipper Truck	FORD	F750	1998	A00202	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	FORD	Terex 5FB-55	1996	A54812	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	FORD	Terex 5FB-55	1996	A54366	Excellent	Operational	South Gate Yard
Brush Chipper	Vermeer	BC1800XL	2010	1002713	Excellent	Operational	South Gate Yard
Brush Chipper	Vermeer	BC1400XL	2004	001686	Excellent	Operational	South Gate Yard
Brush Chipper	Vermeer	BC1400XL	2004	001751	Excellent	Operational	South Gate Yard
Crane Truck	GMC	National Crane	1994	506189	Excellent	Operational	South Gate Yard
Aerial Bucket Truck	GMC	Altec AA600	1994	503262	Excellent	Operational	South Gate Yard
Stump Grinder	Rayco	RG1635	2008	210108	Excellent	Operational	South Gate Yard

UNITED PACIFIC SERVICES, INC.









PERIODIC/MAINTENANCE DIELECTRIC TEST

ANSI/SIA A92.2

Aerial - Category A and B

Customer: United Pacific Services

Work Order No. 35959

Date: 8/17/12

Unit No.: 995-2002

License No.: 8116487

Equipment Identification:

Manufacturer: Hi Range Model: 6H-65-90

S/N: 20202118476

Upper Boom Test: Chassis Insulating Test:

Upper Boom Angle: 30 ° Upper Boom Angle: 45 °

Air Temp. 98 °F

Lower Boom Angle: 45 ° Lower Boom Angle: 30 °

Humidity 10 %

Telescopic Booms: Fully Extended, Fully Retracted

Time 1:00 am/pm

To Minimum Extension Label

Test Equipment: Model-S/N ACT 2006 Ser. 26

Calibration Date: 6/23/12

1. CATEGORY A & B INSULATING AERIAL DEVICE (with lower test electrode system) Note: μA = Micro amp

Unit Qualification Voltage	AC TEST - 1 Minute			DC TEST - 3 Minutes			Initial	
	TEST VOLTAGE	Time	Leakage μA	TEST VOLTAGE	Time	Leakage μA	Accept	Reject
46KV & Below	40KV	Start		56KV	Start			
		Finish			Finish			
		Max. Leakage	40 μA		Max. Leakage	28 μA		
69KV	60KV	Start <u>1:15</u>	55 μA	84KV	Start		A.D.	
		Finish <u>1:16</u>	52 μA		Finish			
		Max. Leakage	60 μA		Max. Leakage	42 μA		

2. LOWER TEST ELECTRODE SYSTEM:

Test for "Electrical Continuity" between the center core of the test terminal and the following:

- Outer Test Band Less than 100 OHMS
- Hose Assembly Bulkhead Less than 100 OHMS
- PVC Tube Bands Less than 100 OHMS
- Inner Test Band Less than 100 OHMS
- Leveling Rod Bands Less than 100 OHMS
- Other Less than 100 OHMS

Test for "Electrical Insulation" between the center core of the test terminal and steel elbow:

- More than 10,000 OHMS

3. CHASSIS INSULATING SYSTEM (lower boom insert)

AC TEST - 3 Minute			DC TEST - 3 Minutes			Initial	
TEST VOLTAGE	Time	Leakage μA	TEST VOLTAGE	Time	Leakage μA	Accept	Reject
35KV	Start <u>1:25</u>	90 μA	50KV	Start		A.D.	
	Finish <u>1:28</u>	95 μA		Finish			
	Max. Leakage	3000 μA		Max. Leakage	100 μA		

4. COMPONENT TEST

DESCRIPTION	AC TEST - 1 Minute				DC TEST - 3 Minutes		Initial	
	Test Voltage	KV	KV	KV	KV	Accept	Reject	
S/N	Start	μA	μA	μA	μA			
	Finish	μA	μA	μA	μA			
	Max. Leakage	μA	μA	μA	μA			

Tested by: Anthony Ortega Location: Fontana

Comments: _____



TEREX®

Utilities

Aerial Platform Annual Inspection

In Accordance with ANSI A92.2

Shop Work Order: 35959 Test Date 8/17/12
 Customer United Pacific Services
 Location Fontana, CA.
 Inspector ANTHONY CTEGA Inspector Number 59307

Chassis and Unit Information

Chassis Year 2001 Chassis Model GMC
 Vin Number 1GDT1H4C22J504839
 License Plate number 8W16487
 Odometer 43340 Eng. HR/Meter N/A.
 Unit Manufacturer Hi-Ranger
 Model Number 6H-65-9D
 Serial Number 2020218476
 Unit Number 995-2002 PTO HR/Meter 6842

FONTANA
 8594 CHERRY AVE
 FONTANA, CA 92335
 TEL: (909) 565-1234
 FAX: (909) 565-1212

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Cal-Osha Certifications / Training Program

OSHA OUTREACH TRAINING PROGRAM REPORT

Statement of Certification. I certify that I have conducted this outreach training class in accordance with the OSHA Outreach Training Program guidelines. I have maintained the training records as required by these guidelines and I will provide these records to the OSHA Directorate of Training and Education (or their designee) upon request. I understand that I will be subject to immediate dismissal from the OSHA Outreach Training Program if information provided herein is not true and correct. I further understand that providing false information herein may subject me to civil and criminal penalties under Federal law, including section 17(g) of the Occupational Safety and Health Act, 29 U.S.C. 666(g), which provides criminal penalties for making false statements or representations in any document filed pursuant to that Act. I hereby attest that the information on this form is true and correct.

Trainer Signature: Frank J. Pedraza Date: Sept 10, 2011

If submitting this application by electronic means, by checking the box to the left or affixing a signature, I attest that all information provided in this submission is true and accurate.

Course Conducted:

- 10-hour Construction
- 10-hour General Industry
- 30-hour Construction
- 30-hour General Industry

Course Information (check all that apply):

- Spanish Youth (age 18 or less) Training conducted outside US
- Language other than English or Spanish
- OSHA Alliance or Partnership related (specify below)

State in which training was held (or country if outside of US): _____

Course End Date: 9/10/2011 (Requests cannot be older than 6 months)

Number of Students: _____ (Enter names on back or on separate sheet. More than 50 requires prior approval)

Primary Trainer Course Information

Your Responsible Training Organization (which OTI Education Center, or OSHA) _____

ID Number* _____ Name _____ Course (#500/#501/#502/#503) 1/1 Expiration Date

* ID number - only applies to trainers who have received student cards

Address (Use an address that will come directly to you; if you have an ID and your address is unchanged, don't complete this)

Check if this is a new address
Company / Dept. _____

Address _____

FRANK J. PEDRAZA

P.O. BOX 396

Glendora CA 91740

City /State /Zip _____

Phone Number _____

(909)-592-3599 ext. _____ E-mail: FRANK.PEDRAZA@STSOSHA.COM

Documentation must include:

- (1) Outreach Training Program Report
- (2) Copy of trainer card if this is your first class or you updated your trainer status
- (3) Student names
- (4) Topic list and the time spent on each

Important notes:

- * See Attachment B for where to send card request
- * Trainers' course records must include sign-in sheets collected for each day
- * Maintain records which indicate the card number dispensed to each student
- * Print or type trainer's name on card to ensure legible
- * Send separate documentation for each class

10-Hour Topics (30-hour class, see back, or include a separate topic list)

Indicate the amount of time spent on each of the topics in the class.

Hours* Construction	Hours* General Industry
_____ Required Introduction to OSHA	_____ Required Introduction to OSHA
_____ Required OSHA Focus Four Hazards - including: Fall Protection, Electrical, Struck By, Caught in/between	_____ Required Walking and Working Surfaces
_____ Required Personal Protective and Lifesaving Equipment	_____ Required Exit Routes, Emergency Action Plans, Fire Prevention Plans and Fire Protection
_____ Required Health Hazards in Construction - including: Hazard Communication and Silica	_____ Required Electrical
Elective Topics:	_____ Required Personal Protective Equipment
_____ Materials Handling, Storage, Use and Disposal	_____ Required Hazard Communication
_____ Tools - Hand and Power	Elective Topics:
_____ Scaffolds	_____ Hazardous Materials (Flammable and Combustible Liquids)
_____ Cranes, Derricks, Hoists, Elevators, and Conveyors	_____ Materials Handling
_____ Excavations	_____ Machine Guarding
_____ Stairways and Ladders	_____ Introduction to Industrial Hygiene
Optional: Other OSHA Construction hazards or policies	_____ Bloodborne Pathogens
_____	_____ Ergonomics
_____	_____ Safety and Health Programs
_____	_____ Fall Protection
_____	Optional: Other OSHA General Industry hazards or policies
_____	_____
_____	_____



34-003371591

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Bertina Luna

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)

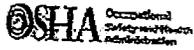


34-003371585

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Mauro Conzalez

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)



34-003371582

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Roberto Hernandez

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)

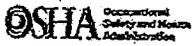


34-003371597

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Angel Lopez

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)



34-003371596

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Francisco Conzalez

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)



34-003371584

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Ignacio Gomez

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)



34-003371581

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Wilfredo Mejia

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)



34-003371598

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Roberto Inzunza

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)

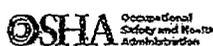


34-003371600

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Enrique Gutierrez

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)



34-003371592

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health
Jaime Perez

Frank J. Pedraza
(Trainer name - print or type)

09-10-11
(Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Eusebio Maldonado

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Mariano Cifra

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Fabron Chavez

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Eloy Zuniga Zepeda

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Luis Alberto Lopez

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Alejandro Lopez

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Enrique Velez

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Jose Torres

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Hector Vargas

Frank J. Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health Luis Alberto Lopez

Frank Pedraza 09-10-11 (Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Felix Marcos

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

ATANACIO HERNANDEZ

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Julian Jimenez

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Antonio Gomez

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Luis H. Padilla

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Jesus Macias

Frank J. Pedraza 09-10-11
(Trainer name - print or type) (Course end date)



34-003366601

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

JAMES MADISON

FRANK J. PEDRAZA 7-18-11

(Trainer name - print or type)

(Course end date)



34-003366602

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

ERIC FRANKLIN

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366603

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

GONZALO HERNANDEZ

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366604

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Johnny Atkins

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366605

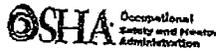
This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Leo Ramirez

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366598

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Evan Whitmarsh

Frank J. Pedraza

07-18-11

(Trainer name - print or type)

(Course end date)



34-003366599

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Anthony Gutierrez

Frank J. Pedraza

07-18-11

(Trainer name - print or type)

(Course end date)



34-003366600

This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

Antonio Gomez Jr.

Frank J. Pedraza

07-18-11

(Trainer name - print or type)

(Course end date)

SAFETY TRAINING DOCUMENTATION

United Pacific Services, Inc.
 120 W. La Habra Blvd. #107
 La Habra, CA 90631

Date:	09/10/11	Management Representative:	Gus Franklin
Topic:	OSHA 10-Hour Construction Safety & Health Course	Compliance Code:	3203, 1509-1511
Instructor:	Ricardo Garcia	<input checked="" type="checkbox"/> Test <input checked="" type="checkbox"/> Video	<input type="checkbox"/> English <input checked="" type="checkbox"/> Spanish

Comments:
 Day 2 Sat September 10th 7:00 am to 12:00 pm

EMPLOYEES ATTENDING

PRINT Name CLEARLY	SIGNATURE
1. Enrique Muñoz	<i>Enrique Muñoz</i>
2. ROBERTO HERNANDEZ	<i>ROBERTO HERNANDEZ</i>
3. ALEJANDRO LÓPEZ	<i>[Signature]</i>
4. Ignacio Gomez	<i>Ignacio Gomez</i>
5. Eloy Zoniga Zepeda	<i>Eloy Zoniga Zepeda</i>
6. FLEMON CHAVEZ	<i>Flemon Chavez</i>
7. Julian Jimenez	<i>Julian Jimenez</i>
8. FELIX MARCOS	<i>FELIX MARCOS</i>
9. Wilfredo Medina	<i>[Signature]</i>
10. HECTOR VARELA	<i>[Signature]</i>
11. BERTHA LUNA	<i>Bertha Luna</i>
12. Mariano CLARA	<i>Mariano CLARA</i>
13. Alejandro Castro	<i>Alejandro Castro</i>
14. Juan Parra	<i>[Signature]</i>

SAFETY TRAINING DOCUMENTATION

15. Mauricio Chetzeltitla	Marcio Chetzeltitla
16. Eusebio Maldonado	Eusebio Maldonado
17. Luis Alberto Lopez	Luis Alberto Lopez
18. Francisco Chetzeltitla	Francisco Chetzeltitla
19. Luis Padilla	Luis Padilla
20. Anto Gomez	Anto Gomez
21. Enrique Gutierrez	Enrique Gutierrez
22. Roberto Suarez	Roberto Suarez
23. Jose Torres	José Torres
24.	
25. Alanaco Hernandez	Alanaco Hernandez
26. Jaime Ponce	Jaime Ponce
27. Angel Lopez	Angel Lopez
28. Jesus Maciel	Jesús Maciel
29.	
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Safety Training Specialists, Inc.

800-794-7233 ♦ Fax 909-592-5899 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981

SAFETY TRAINING DOCUMENTATION

United Pacific Services, Inc.

120 W. La Habra Blvd. #107

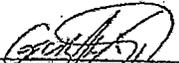
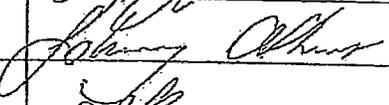
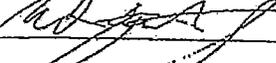
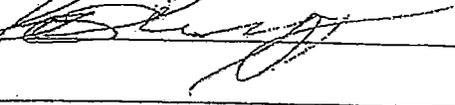
La Habra, CA 90631

Date:	07/18/11	Management Representative:	Gus Franklin
Topic:	Principles of Safety & Health OSHA 10-Hour Day 2	Compliance Code:	3203
Instructor:	Frank J. Pedraza	<input checked="" type="checkbox"/> Test <input checked="" type="checkbox"/> Video	<input checked="" type="checkbox"/> English <input type="checkbox"/> Spanish

Comments:

5:00 pm to 9:00 pm

EMPLOYEES ATTENDING

PRINT Name CLEARLY	SIGNATURE
1. JAMES MADISON	
2. ERIC FRANKLIN	
3. GONZALO HERNANDEZ	
4. JOHNNY ATKINS	
5. LEO RAMIREZ	
6. EVAN WHITWASH	
7. ANTHONY CUIERREZ	
8. ANTONIO GARCIA JR	
9.	
10.	
11.	
12.	
13.	
14.	



Safety Training Specialists, Inc.

800-794-7233 ♦ Fax 909-592-5899 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981

Department of Homeland

Security Program E-Verify

I.D. Number 396401



Company ID Number: 396401

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer United Pacific Services Inc	
Eric Franklin Name (Please Type or Print)	Title
Electronically Signed Signature	02/28/2011 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	02/28/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	United Pacific Services Inc
Company Facility Address:	120 E. La Habra Blvd.
	STE 107
	La Habra, CA 90631-2310
Company Alternate Address:	
County or Parish:	ORANGE
Employer Identification Number:	330841901



Company ID Number: 396401

North American Industry Classification Systems Code:	561
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">CALIFORNIA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Eric L Franklin	Fax Number:	(562) 691 - 8839
Telephone Number:	(562) 691 - 4600 ext. 226		
E-mail Address:	eric@unitedpac.com		

Bid Detail Information

Bid Number : PW-ASD 900

Bid Title : Landscape Maintenance for Sewer Maintenance Division - Malibu Area

Bid Type : Service

Department : Public Works

Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

Open Date : 10/23/2013

Closing Date : 11/20/2013 5:30 PM

Bid Amount : \$ 89,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance Service for Sewer Maintenance Division – Malibu Area (2103-PA030). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total annual contract amount of this service is estimated to be \$89,000. 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 Ms. Angela Cho at (626) 458-4169, acho@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP including, but not limited to:

Proposer shall not utilize subcontractors for any portion of this contract.

1. Proposer and its managing employee must have a minimum of five years of experience providing landscape maintenance services.
2. Proposer's on-site supervising employee must have a minimum of two years of experience supervising landscape maintenance services.
3. Proposer and/or employees must have a valid and active C27 – Landscaping Contractor's License.
4. Proposer must have a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
5. Proposer and/or its employee must have a valid and active State of California Qualified Applicator license.
6. Proposer and/or its employee must be certified by the International Society of Arboriculture (ISA) as a Certified Arborist.
7. All employees that will perform tree work under this contract must hold a certification from the International Society of Arboriculture (ISA) for Certified Tree Worker.

A Proposers' Conference will be held on Wednesday, November 6, 2013, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B.

ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, November 20, 2013, at 5:30 p.m. Please direct your questions to Ms. Cho at the number listed on the previous page.

Contact Name : Angela Cho

Contact Phone# : (626) 458-4169

Contact Email : acho@dpw.lacounty.gov

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[Back to Last Window](#)