



GAIL FARBER, Director

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

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
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<http://dpw.lacounty.gov>


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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40

June 16, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

June 16, 2015

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

Dear Supervisors:

**AWARD SERVICES CONTRACT FOR LANDSCAPE AND
SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to award a contract for Landscape and Slope Maintenance Services for Montellano Slope, located between Heather Field Drive and Montellano Avenue in the unincorporated County area of Hacienda Heights.

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 these services can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Award the contract for Landscape and Slope Maintenance Services for Montellano Slope in the annual sum of \$25,871 to United Pacific Services, Inc., and direct the Mayor to execute the contract. This contract will commence on July 1, 2015, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.
4. Authorize the Director of Public Works or her designee to increase this contract amount up to an additional 10 percent of the contract sum for the initial 1-year term and to annually increase the contract amount up to an additional 10 percent of the annual contract sum for renewal option years

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

5. Authorize the Director of Public Works or her designee to renew this contract for each additional renewal option and extension periods 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 slope maintenance services to maintain Montellano Slope, located between Heather Field Drive and Montellano Slope in the unincorporated County area of Hacienda Heights. The work to be performed will include the maintenance of ground cover, shrubs, and trees; the pruning of trees and shrubs; and the control of weeds and vegetation disease. The Department of Public Works has contracted for these services since 2002.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (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 for landscape and slope maintenance for Montellano Slope is \$25,871 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract with a potential maximum contract sum of \$142,291. This amount is based on Public Works' estimated annual requirements for the service at the unit prices quoted by the contractor.

Public Works successfully negotiated with the contractor to reduce their annual price from \$26,132 to \$25,871 for an estimated annual savings of \$261, or 1 percent, without adding extension years or reducing service.

Funding for these services is included in the anticipated Road Fund Fiscal Year 2015-16 Budget. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for Landscape and Slope Maintenance for Montellano Slope is United Pacific Services, Inc., located in South Gate, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on July 1, 2015, for a period of 1 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 and a month-to-month extension

up to 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by United Pacific Services, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Interim Chief Executive Officer 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 Statement of Qualifications (RFSQ) was submitted on December 3, 2014, and the Invitation for Bids for these services was submitted on April 1, 2015, 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 any option years.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On December 4, 2014, Public Works solicited proposals from 333 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFSQ was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On January 12, 2015, six Statements of Qualifications were received for landscape and grounds maintenance services. The statements were first reviewed to ensure they met the minimum requirements in the RFSQ. All six statements met these mandatory requirements. These six statements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria detailed in the RFSQ, which included experience, financial resources, work plan, demonstrated controls over labor/payroll recordkeeping and performance history/references. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, Public Works selected six responsive and responsible contractors.

On April 2, 2015, Public Works issued an Invitation for Bids soliciting the six responsive and responsible vendors established from the RFSQ to accomplish this work. The six qualified vendors were asked to bid on the landscape and slope maintenance services described herein.

On April 13, 2015, one bid was received for Landscape and Slope Maintenance for Montellano Slope. The annual bid amount from United Pacific Services, Inc., is \$25,871 for Montellano Slope. It is recommended that this contract be awarded to the responsible 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 these services are presently contracted with the private sector.

CONCLUSION

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

The Honorable Board of Supervisors

6/16/2015

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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 (Rochelle Goff)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



78384

BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

UNITED PACIFIC SERVICES, INC.

FOR

LANDSCAPE AND SLOPE MAINTENANCE FOR
MONTELLANO SLOPE

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AGREEMENT FOR
LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR
MONTELLANO SLOPE

THIS AGREEMENT, made and entered into this 16th day of June, 2015, 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 Statement of Qualifications filed with the COUNTY on January 12, 2015, and Bid Submission filed with the COUNTY on April 13, 2015, hereby agrees to provide services as described in this Contract for Landscape and Slope Maintenance Services for Montellano Slope.

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, Map; Exhibit H.1, Special Provisions – Supplemental Requirements; Exhibit H.2, Landscape Maintenance Plan; Invitation for Bids; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request of Statement of Qualifications, 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 \$25,871 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 July 1, 2015, or Board approval whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such 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.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, 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, terms, and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through H.2, inclusive, the COUNTY'S provisions shall control and be binding.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor 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 Mike Antonovich
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting 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 Anto
Deputy

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By Anto
Deputy

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By Carole Suzuki
Deputy

UNITED PACIFIC SERVICES, INC

By Gus K. Franklin
Its President

Gus K. Franklin
Type or Print Name

By Eric L. Franklin
Its Assistant Secretary

Eric L. Franklin
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 JUN 16 2015

Patrick Ogawa
PATRICK OGAWA
ACTING EXECUTIVE OFFICER

05/08/2015

78384

SCOPE OF WORK

LANDSCAPE AND SLOPE MAINTENANCE SERVICES
FOR MONTELLANO SLOPEA. Public Works Contract Manager

Public Works Contract Manager will be Mr. Joe Gaydosh of Road Maintenance Division, who may be contacted at (626) 337-1277, e-mail address: jgaydosh@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The Contractor shall carefully examine the location of the proposed work, and shall become familiar with all of the physical and climatic conditions pertaining to the work locations.

The work locations to be maintained under the provisions of this Contract are specifically at:

- Montellano Slope from Canal Point Road/Heather Field Drive to Montellano Avenue (Montellano Slopes) for regular service.
- 3250 Heather Field Drive, Hacienda Heights, 91745 (Heather Field Area), to be serviced up to twice a year.

The facilities may be landscaped with ground cover, shrubs, and trees.

A map of the service area can be found in Exhibit G, Map and Exhibit H.2, and Special Provisions can be found on Exhibit H.1. Additional work locations may be added as described in this Exhibit's Section I.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

C. Hours and Days of Maintenance Service

1. The maintenance service shall be primarily performed, Monday through Friday, except County observed holidays, at which time the service shall be done before or after such holiday, as follows:

- a. For the months of November through April, 7 a.m. to 3:30 p.m.
- b. For the months of May through October, 7 a.m. to 4:30 p.m.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

Work hours may be altered, when necessary, with the approval of the Contract Manager.

- 2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed days and hours of service. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, 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 Contract 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.
- 3. 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 Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract 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 Contract Manager for approval.

D. Work Description

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

- 1. Complete each task thoroughly in a professional manner. Quality equipment and materials that comply with all current regulations shall be used.

2. Render and provide landscape and grounds maintenance services including, but not limited to:
 - a. Maintenance of groundcover, shrubs, and trees.
 - b. Renovation of groundcover areas.
 - c. Pruning of trees and shrubs.
 - d. Control of weeds and vegetation disease.

Such activities shall be performed pursuant to these specifications and at the frequencies established by Public Works, as set forth in Form PW-2, Schedule of Prices, for the specified areas.

3. Not perform any operations which may destroy or damage groundcover during periods of inclement weather.
4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other Contractors that could conflict with Contractor's work under this Exhibit's Section K, Damage Caused by Contractor's Operations, includes, but are limited to, landscape refurbishment and/or storm related operations. In such event, the Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request made by the Contract Manager.
5. During the hours and days of maintenance service as identified in this Exhibit's paragraph C, Hours and Days of Maintenance Services, respond to all emergencies within two hours of notification.
6. Be required to clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.
7. If required by the Contract Manager, submit work schedules for all phases of work performed that include mowing, irrigation system testing, maintenance, etc.

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. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.
2. Closely monitor its staff to detect operational irregularities and noncompliance with contractual requirements. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any Contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.
3. Ensure its crew leader(s) and operational staff as well as its supervisory and management staff are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for the jobsite(s)/facility(ies) shall be kept by each operating crew.
4. Ensure its executive, management, or supervisory staff provides ongoing observation and correction of operations to ensure compliance with these Specifications. Neither Public Works' deficiency notices, deductions, nor inspections may be utilized or viewed as a substitution for the Contractor's ongoing direction and management of its employees.

F. Ongoing General Maintenance Tasks

Definitions: "Clear" means to cut and remove vegetation (except for any shrubs), leaving vegetation no more than 4 inches high as measured from the ground surface, unless otherwise noted. Shrubs shall not be cut, but shall be trimmed if they are encroaching on any areas requiring clearance, such as a stairway or instrument location. All cut and removed vegetation shall be collected and disposed of off-site at an approved jobsite(s)/facility(ies) that accepts landscape waste.

See Exhibit G., page 3, "Clear" means to cut and remove vegetation (except for any shrubs), leaving vegetation no more than 2 inches high as measured from the ground surface, while keeping clearance away from the curb by 2 feet.

"Storm season" is defined as the period of time beginning on October 1 and lasting through May 30 of the following year.

The Contractor shall perform landscape maintenance services to comply with the following provisions:

1. General Landscape Maintenance - Both Locations. Refer to Exhibit H.2, Landscape Maintenance Plan for points of reference.
 - a. Maintain all areas adjacent to the sidewalk/black metal fence along Heather Field Drive, Canal Point Road, and from Heather Field Drive and Montellano Avenue.
 - b. Areas shall be kept clear to a width of at least 5 feet or to the retaining wall (Wall 3) where applicable.
 - c. Flat area containing Wells W-5, W-6, and Slope Inclinerometers CSA-1 and CSA-9 shall be kept clear.
 - d. All vegetation within 5 feet of Wells CSA-1, CSA-2, and CSA-3 shall be kept clear.
 - e. All vegetation within 5 feet of Wells W-1, W-2, W-3, W-4, and Piezometers P-1, P-2, and P-3 shall be kept clear.
 - f. Five-foot wide paths from Wells W-1, W-2, W-3, W-4, and Piezometers P-1, P-2, and P-3 shall be kept clear and connect to the nearest cleared area.
 - g. Keep all areas clear to a width of 5 feet along the base of the retaining wall (Wall 3) adjacent to Heather Field Drive.
 - h. Keep all vegetation clear along the top and face of the entire retaining wall (Wall 4).
 - i. Keep all vegetation clear along the stairway at the bottom of the retaining wall (Wall 4).
 - j. Keep all vegetation clear within 5 feet of Slope Inclinerometers CSA-7, CSA-12, and Piezometers P-4, P-5, P-6, and P-7 located along the third bench drain from the top of the slope.
 - k. Keep all vegetation clear within 5 feet of Slope Inclinerometer CSA-4 located along the fourth bench drain from the top.
 - l. Keep all vegetation clear within 5 feet of Piezometers P-8, P-9, and P-10 located along the fifth (bottom) drainage bench from the top of the slope.

- m. Keep all vegetation clear on the area located between the bottom bench drain and the v-ditch of the buttress structure. Clearing shall occur from the access area along Montellano Avenue across from 3166 Montellano Avenue to the northern end of the lowest bench drain south of Wall 4 to an east-west line 10 feet north of Slope Inclinator CSA-11.
- n. Maintain shrubs and vegetation along the property bounded by 3250 Heather Field Drive to 3148 Canal Point and Montellano Avenue.
- o. Keep all vegetation clear within 5 feet of LA-8, clearing a 5-foot wide pathway from LA-8 to the bottom bench drain down slope from 3250 Heather Field Drive.
- p. Every October, shrubs and brush on back slope is to be trimmed to max height of 4 feet.

2. Bench Drains Locations:

- a. Keep all bench drains bounded by 3250 Heather Field Drive, Canal Point, 3148 Canal Point, and Montellano Avenue free of any vegetation, whether the growth is on, over, or onto the bench drains. The bench drains should be kept clear of all debris.
- b. Ensure all discharge hoses for the dewatering wells are returned to the bench drains if they are removed during weeding or bench drain cleaning work.

3. 3250 Heather Field Drive for Montellano Slopes:

- a. Maintain the area below 3250 Heather Field Drive property once a year, starting from the lower chainlink fence of 3250 Heather Field Drive down to the cleared line area across from 3166 Montellano Avenue.

4. Occurrence Interval for Montellano Slope Location:

- a. All landscaping maintenance area near or next to W1, W2, W3, W4, W5, W6, and CSA-1, CSA-2, CSA-3, CSA-5, CSA-9, CSA-10, CSA-11, and P1, P2, P3, P11 shall be performed at least on a monthly basis.
- b. All remaining landscape area shall be maintained at least once every two months, especially the area near or next to CSA-6, CSA-8, CSA-13, CSA-14, and LA-8.

- c. All landscaping depicted shall be maintained, preferably scheduled so that maintenance of spring growth can occur (especially during late and early storm season; months of April and October).
- d. Overgrowth in unique situations may require landscape maintenance at a more frequent basis or only in certain areas at a more frequent basis as dictated by Contract Manager.
- e. All invoicing shall describe in sufficient detail the work performed for which payment is being requested.

5. Majority of Slope Area for Montellano Slopes:

Unless otherwise noted, all vegetation greater than 4 inches high (not including shrubs) should be cleared and removed from the remaining majority of the slope area that includes:

- a. Behind the 3250 Heather Field Drive property, starting from the lower chainlink fence down to the cleared line are across from 3166 Montellano Avenue.
- b. The entire slope extending from Wall 4 in the south of the property line of 3148 Canal Point Road located to the north-northeast.
- c. All invoicing shall describe in sufficient detail the work performed for which payment is being requested.

6. Enforcement for Both Locations:

- a. For any work performed at the site by the Contractor, the Contractor shall notify the designated Public Works representative at least two working days prior to the Contractor's scheduled work date.
- b. At the end of each service interval (two months), a Public Works representative will inspect the site to ensure that the Contractor has performed the work as specified before the invoice is approved.

7. Edging Operations for Both Locations:

The Contractor shall:

- a. Keep all edges neatly edged and all grass invasions eliminated.
- b. Trim all edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, groundcover beds, and around tree bases in a neat and uniform line.

- c. Complete all edging and clean up in one continuous operation and in a manner that result in a well-defined, V-shaped edge that extends into the soil.
 - d. Keep all turf edges limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.
 - e. Keep all groundcover areas maintained next to turf areas neatly edged and all grass invasions eliminated.
 - f. Clear walkways immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.
 - g. Performing the following String Weed Trimming and Edging operation.
 - i. All open area edges shall be kept neatly edged and all bushes and trees invasion must be eliminated.
 - ii. All open area edges including, but not limited to, curbs, shrub beds, groundcover, and around tree bases shall be edged to a neat and uniform line.
 - iii. String weed trimming of open areas shall be completed as one operation. Height of vegetation shall not exceed 18 inches and shall be uniform in appearance.
 - iv. All groundcover where maintained next to open areas shall be kept neatly edged and all bushes and tree invasions eliminated.
 - v. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.
 - vi. String weed trimming and edging of ground cover shall be performed 12 times per year; once per month.
8. Weed Removal Operations for Heather Field Area:

The term "weed" applies to any vegetation that is obviously not a part of the planned landscaping (i.e., a single pine sapling growing in a planting area where mature Crape Myrtle trees are growing).

The Contractor shall:

- a. Keep all grass-like weeds, vine type weeds, ragweed, and other underground spreading weeds under strict control.
- b. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:
 - Hand removal (mechanical)
 - Cultivation
 - Chemical Eradication (Refer to Section S, Use of Chemicals)
 - Mulching
- c. Remove and/or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas.
- d. Remove all weeds from shrub beds, planters, and other cultivated areas.
- e. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the Public Works, shall be made.
- f. Remove all dead weeds from the areas, after complete kill.
- g. Inspect all walkways, beds, planters, landscapes, and spot treat weeds as necessary.
- h. Maintain, in a weed-free condition, developed areas of the work location that have become denuded.
- i. Areas dictated by the Contract Manager shall be left in a natural state so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

9. Litter Control Operations for Montellano Slope:

The Contractor shall:

- a. Inspect and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, nondecorating rocks, glass, trash, siltation, and other accumulated

debris and undesirable materials. Litter control operations shall cover, but are not limited to, walkways, roadways, service roads, between and around planted areas, steps, planters, drains, areas on slopes from the toe or top of slope to 10 feet up or down the slope adjacent to developed areas, and catch basins.

- b. Perform supplemental hand sweeping of parking space gutters and other parking spaces inaccessible to power equipment to accomplish all inspection and litter removal to ensure a neat appearance.
- c. Accomplish the complete removal, if a collection basin, V-ditch and/or bench drain are located on the jobsite(s)/facility(ies) of:
 - i. Floating debris and litter in the area located between the bottom bench drain and the V-ditch of the buttress structure and/or bench drains.
 - ii. Trash cans and any other large materials placed into collection basin and/or bench drains.
- d. Complete litter pick up as early in the day as possible, but in no case later than 11 a.m.
- e. Keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind. Turf, beds, planters, walkways, drainage areas, areas on slopes from the toe or top of the slope to 10 feet up or down the slope adjacent to developed areas, roadways, parking spaces, lakes, ponds, and streams shall be clear of litter and debris.

10. Shrub, Hedge, and Tree Care/Pruning and Trimming Operations for Both Locations:

The Contractor shall:

- a. Prune shrubs to encourage healthy growth habits and shape in order to retain their natural form and proportionate size as follows:
 - i. Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.
 - ii. Under no circumstances shall hedge shears be used as a means of pruning.
 - iii. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a

limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.

- iv. All limbs 12 inches or greater in diameter shall be undercut 12- to 18-inches from the limb's point of attachment to prevent splitting.
 - v. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
 - vi. All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
 - vii. Climbing spurs shall not be used.
 - viii. Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.
- b. Prune trees to maintain good tree health and structure enhance the appearance and provide the proper vertical and horizontal clearances as follows:
- i. All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.
 - ii. Cuts shall be made according to a certified arborist and/or a certified horticulturist's standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.
 - iii. Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.
 - iv. Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).

- v. Mature trees should be pruned only to remove dead or potentially hazardous limbs.
 - vi. Properly stake and tie trees as necessary. Trees ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
 - vii. Routinely inspect trees for insects and diseases. Approved chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, gophers, fungus diseases, etc.
 - viii. A certified arborist and/or a certified horticulturist shall conduct a site visit and provide a written report to the Contract Manager before and after any pruning of trees.
- c. Utilize the following pruning criteria:
- i. Removal of weak, diseased, insect infested, damaged limbs, dead, unsightly branches, vines, or other growth as they develop or as recommended by a certified arborist and/or a certified horticulturist.
 - ii. Trim all designated formal plant materials to maintain formal hedges and topiary work.
 - iii. Prune any runners that start to climb buildings or shrubs.
 - iv. Maintain pruned shrubs in a natural shape and proper size as a continuous and ongoing operation so plants will not develop stray or undesirable growth.
 - v. Prune all trees for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways and 14 feet for vehicular roadways.
 - vi. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
 - vii. Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.
 - viii. Thin all trees of smaller limbs to distribute the foliage evenly.

- ix. Trim and shape all trees to provide a symmetrical appearance typical of the species.
- x. Cut all suckers and sprouts flush with the trunk or limb.
- xi. All groundcover shall be pruned to maintain a neat edge along planter box walls.
- xii. Stubs are not permitted.
- xiii. Remove all pruned and/or trimmed plant material and place in appropriate trash bin(s) the same day.

11. Sweeping Operations for Both Locations:

The Contractor shall:

- a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.
- b. Clean walkways and steps including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:
 - Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- c. Comply with local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment on Monday through Friday, prior to 7 a.m., or later than 3:30 p.m. Any schedule of such operations may be modified by the Contract Manager in order to ensure that the public is not unreasonably subjected to noise.
- d. Perform hand sweeping of parking space gutters and other parking spaces in those areas inaccessible to power equipment.
- e. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

12. General Landscape Maintenance - Site Inspection and Reporting for Both Locations:

The Contractor shall:

- a. Prior to proceeding with any general landscape maintenance task, ensure the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
- b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

G. Maintenance Function Report Both Locations:

The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Maintenance Schedules

The Contractor shall:

1. Within ten days after the effective date of this Contract, submit a work schedule to the Contract Manager for review and approval. The work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning, and afternoon.
2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.
3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.
4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - a. Fertilization

- b. Turf renovation/reseeding
- c. Micronutrients/soil amendments
- d. Spraying of trees, shrubs, or turf
- e. Aesthetic tree pruning
- f. Other items designated by the Contract Manager or recommended by the Contractor

I. Additional Work Locations

1. 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.
2. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the PW-2. Upon Contract 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.
3. Additional work may include, but is not limited to, the tasks listed under Section J, As-Needed Tasks.

J. As-Needed Tasks

At the request of the Contract Manager, As-Needed Tasks will be paid at the rates listed in PW-2, Schedule of Prices, under items marked As-Needed.

1. Raking Operations

The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf areas under trees, and place it in appropriate trash bin(s).

2. Groundcover Operations

The Contractor shall:

- a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.

- b. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.
- c. Cultivate the open soil between plants where planting permits.

3. Aerification Operations

The Contractor shall aerate all turf areas by using a device that removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

4. Rodent Control Operations

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section S, Use of Chemicals.

5. Chemical Edging Detailing Operations

The Contractor shall:

- a. Use all chemicals in accordance with Section S, Use of Chemicals.
- b. Employ precautionary measures when using chemicals as all areas that will be open for public access during application. Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift.
- c. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.
- d. Where trees and shrubs occur in turf areas, limit all grass growth to at least 18 inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals. Shield trunks, stems, or foliage not to receive chemical application to avoid damaging them.

- e. Perform linear chemical edging of turf boundaries in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A 6-inch barrier width shall be considered normal.
 - f. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.
 - g. Remove all dead weeds from the area, after complete kill.
6. Chemical Application - Site Inspection and Reporting

The Contractor shall:

- a. Prior to proceeding with any chemical application, ensure that the site is inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site. Refer to Section S, Use of Chemicals, for further information regarding chemical usage.
 - b. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.
7. Watering and Irrigation System Management
- a. On the slope, native plant material shall not be watered.
8. Disease/Insect Control Operation

The Contractor shall:

- a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, groundcover, and turf.
- b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.
- c. Provided, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

9. Plant Materials Operation

The Contractor shall:

- a. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plant material larger than those specified may be supplied if complying in all other respects.
- b. Be allowed substitutions, but only with prior written approval by the Contract Manager.
- c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.
- d. Provide the following level of quality:
 1. Plants shall be sound, healthy, vigorous, free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.
 2. All trees shall be measured 6 inches above the ground surface.
 3. Where caliper or other dimensions of any plant material are omitted from the list of plants provided by the Contractor, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
 4. Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the list of plants provided by the Contractor.
 5. All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.
- e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

10. Fertilization – Operation

The Contractor shall:

- a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.
- b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. Apply not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.
- d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.
- e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

K. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:
 - a. Irrigation system damage shall be repaired or replaced within one watering cycle.
 - b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.
 - c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.
 - d. Trees
 - i. Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist and/or a certified horticulturist for recommendations for treatment or replacement.

- ii. If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.
 - iii. If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.
- e. Shrubs
- i. Minor damage may be corrected by appropriate pruning as required in the "Shrub, Hedge, Tree Care/Pruning, and Trimming Operations" (see Exhibit A, Item F.12).
 - ii. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials Operation" (see Exhibit A, Item J. 9).
 - iii. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

L. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish. During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.
3. Abate all complaints to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract Manager shall be notified immediately of the reason for not abating the complaint followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from Public Works.

M. Safety Requirements

1. The Contractor shall perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, materials, or other hazards consequential or related to the work; and shall additionally comply with all applicable local, County, State, and other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
3. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon. The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall engage emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

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

Contractor shall do the following for safety issues:

- a. **Public Safety:** Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's Contract Manager; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
- b. **Emergency Response:** When the emergency involves injury to a member of the public, call 911; stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor. If practical, direct emergency services to the injured person and secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.
- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to the Contract Manager (CM) within two business day or first day of the next business week. CM will provide the report form.
- d. Contractor shall submit a project safety plan and provide training to employees on the above provisions.
- e. Contractor shall provide traffic control that conforms to the most recent version of the California Department of Transportation Manual of Traffic controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.

N. Contractor's Staff

The Contractor shall:

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one jobsite(s)/facility(ies) or as part

of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

2. Establish an identification system for personnel assigned to each jobsite(s)/facility(ies). The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.
3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes, and other gear required by State safety regulations and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
4. Maintain a certified arborist and/or a certified horticulturist on staff at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

Public Works will pay for all utilities with the exception of the telephone. No electrical connections will be provided. However, water usage shall not exceed the amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Storage Facilities

The County will not provide storage facilities for the Contractor.

R. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the

Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

S. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and

Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.

2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.
3. 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.
4. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
5. 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 Contract Manager.
6. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.
7. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
8. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.

9. Contractor must provide annual handler training.
10. Contractor must store the pesticides properly.

T. Specific Requirements

1. Locks and Keys

- a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.
- b. Contractor may provide chain and lock system, at Contractor's expense.
- c. The Contractor shall:
 - i. Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.
 - ii. Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.
 - iii. Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost as determined by the Contract Manager of rekeying the location or duplicating additional keys.
 - iv. Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.
 - v. Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a \$500 fine or both.

U. 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. To assist in achieving this mandate, all Contractors handling landscape materials for Public Works shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. 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, cocomposting, mulching, soil amendment, and wood chip products.

The 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. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

V. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

W. National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System (NPDES).

X. Responsibilities of the Contractor

1. Contractor shall account for all work required in this Exhibit A, Scope of Work, whether or not it is specified in Form PW-2, Schedule of Prices.
2. The Contractor shall not allow its employees to use private property for any purpose including, but not limited to, eating or coffee breaks. If, for any reason, the Contractor elects to access private property, it shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager.
3. Proposer or its managing employee and any Subcontractor must have a minimum of three years of experience providing landscape maintenance services.
4. Proposer's and any Subcontractor's on-site supervising employee must have a minimum of three years of experience supervising landscape maintenance services.
5. Proposer must maintain a valid and active C-27 Landscaping Contractor's license.
6. Proposer and/or its Subcontractor(s) must maintain a valid and active Qualified Applicator license.
7. Proposer and/or its Subcontractor(s) must maintain a valid and active California Pest Control Business license, issued by the State of California.
8. Prior to performing any tree work, the Contractor and/or Subcontractors shall provide a staff with a valid and active certified arborist and/or a certified horticulturist.

Y. Responsibilities of Public Works

The County may perform periodic inspections of the work location(s) as determined necessary or requested by the Contract Manager. The Contract Manager or Public Works Representative may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.

Z. 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.

AA. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform Contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet any one of these Specifications, Public Works may, in lieu of other remedies provided by law or this Contract, assess liquidated damages and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or inadequate performance nor Public Works' acceptance of liquidated damages shall be construed to waive Public Works' right to reimbursement for damage to its property or indemnity against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of this Contract:

- a. All the time limits and acts required to be done by both parties are of the essence of this Contract.
 - b. The parties are both experienced in performance of this Contract work.
 - c. This Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to this 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 this Contract work in accordance with the terms and conditions of this Contract at the Contractor's stated 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 this Contract.
 - f. 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.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Form PW-2, Schedule of Prices, for work not performed in accordance with the Contract's specifications.
 8. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance and assess liquidated damages identified therein.

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.

Bid. The response to an Invitation for Bids.

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

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

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

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

Fiscal Year. The 12-month period beginning July 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.

Proposal. The written materials that a Proposer submits in response to this Request for Statement of Qualifications (Request for Statement of Qualifications).

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

Qualified Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity deemed qualified upon evaluations with a score of at least 75 eligible to submit bids for service contracts solicited by the County.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

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

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works 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 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 Employees 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 subparagraph 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 subparagraph, 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 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.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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 ten 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 Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

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 Materials 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. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

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 \$50,000, 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 10 days in advance of cancellation for nonpayment of premium and 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, 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 nonowned 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 the 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 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).

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 ten 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 services provided in this Contract constitute "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR 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. 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.

C. Posting of Prevailing Wage Rates

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

E. Subcontractor

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

SECTION 14

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 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 Disabled Veteran 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 Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
 - 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 to any business 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 the State and Public Works of this information prior to responding to a solicitation or accepting a contract award.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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 2013 are less than \$51,567 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, 2014.

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.

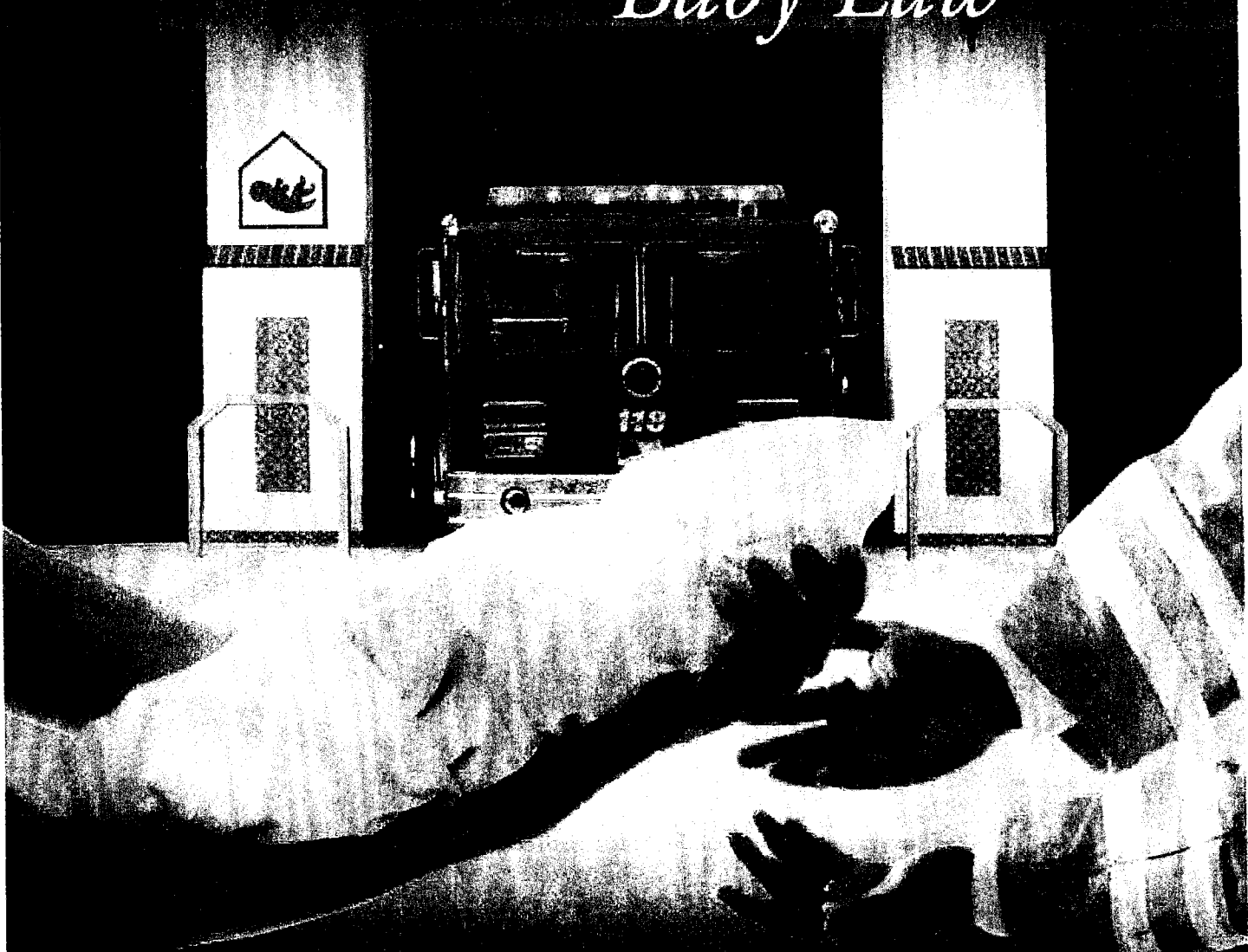
How Will My Employees Know If They Can Claim the EIC?

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 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 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.babysafe-la.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons who have recently brought their newborn baby to a hospital or fire station to safely surrender the baby to staff at any 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.

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?

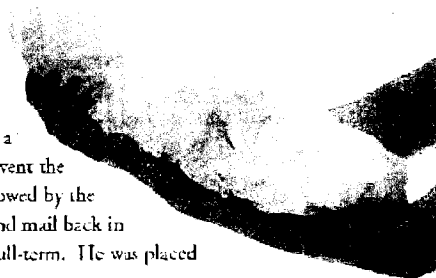
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

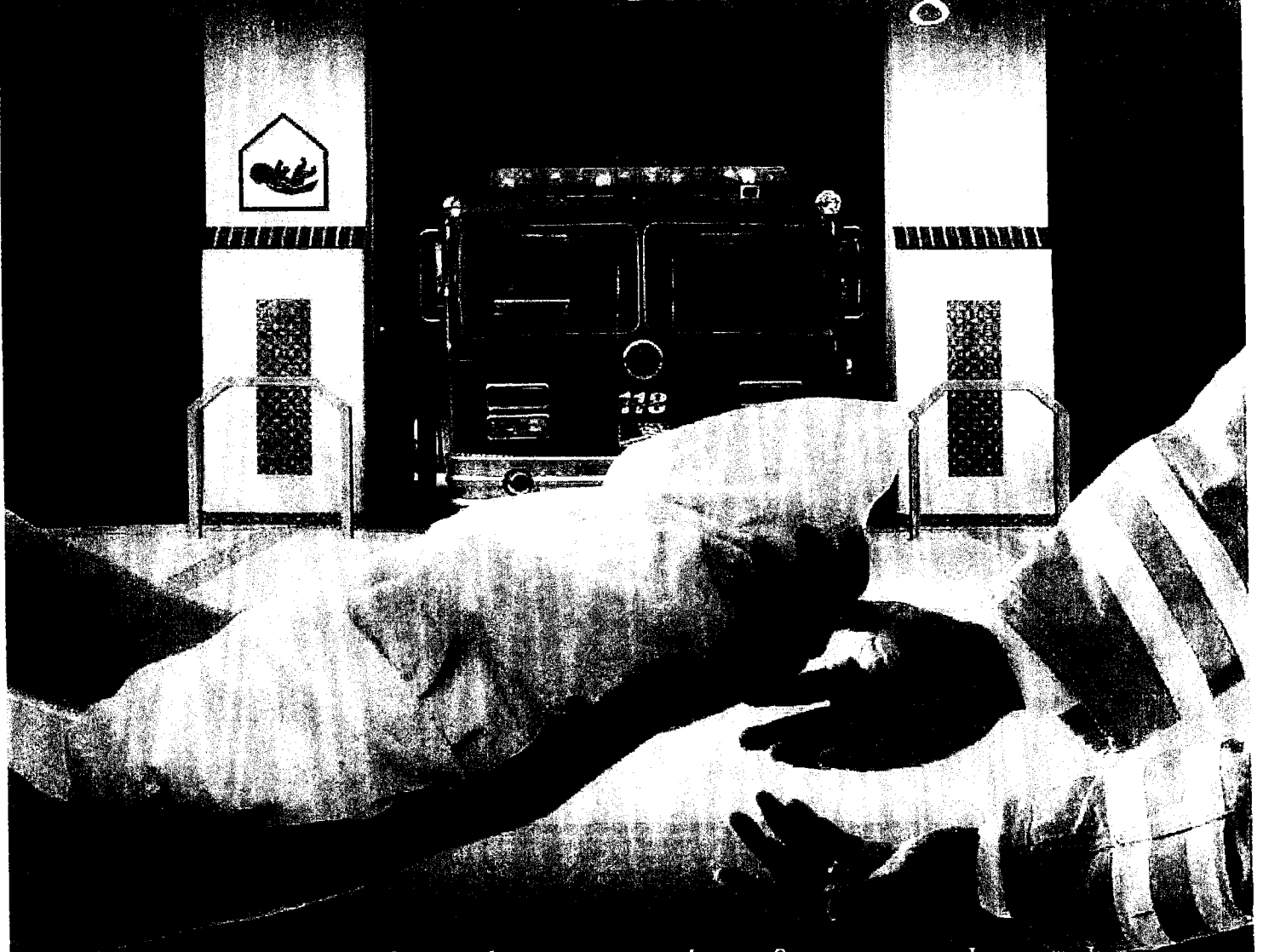
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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 • 1-877-222-0723

www.babysafe.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro es una ley que permite a una madre o padre entregar a su recién nacido 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.

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 periodo 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;

EXHIBIT E

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 H.2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences 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; possible suspension; possible termination for default of contract.	<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; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<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 H-2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
C. 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 local-level review, as required by the Contract. Employees who do not pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 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	

*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 H.2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
			<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	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$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. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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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 H.2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. 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	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible 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. Use of Subcontractor without Approval and/or Authorization.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if	\$200 per day; possible suspension; possible	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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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 H.2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	any.	termination for default of contract.	<input type="checkbox"/> N/A	
5. 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; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
F. SCOPE OF WORK				
1. ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. ALL MANAGEMENT AND SUPERVISION	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. General Landscape Maintenance for Both Locations	As required in the Scope of Work.	\$100 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 H.2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Bench Drains Locations	As required in the Scope of Work.	\$100 per occurrence.		
5. 3250 Heather Field Drive for Montellano Slopes	As required in the Scope of Work.	\$100 per occurrence.		
6. Occurrence Internal for Montellano Slope Location	As required in the Scope of Work.	\$100 per occurrence.		
7. Majority of Slope Area for Montellano Slope	As required in the Scope of Work.	\$100 per occurrence.		
8. Enforcement for Both Locations	As required in the Scope of Work.	\$100 per occurrence.		
9. Edging Operations for Both Locations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
10. Weed Removal Operations for Heather Field Area	As required in the Scope of Work.	\$100 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 H-2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
11. Litter Control Operations for Montellano Slope	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
12. Shrub, Hedge, and Tree Care/Pruning and Trimming Operations for Both Locations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
13. Sweeping Operations for Both Locations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
G. As-Needed Task				
1. Raking Operations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Groundcover Operations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Aeration Operations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

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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 H.2, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
4. Rodent Control Operations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Chemical Edging Detailing Operations	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Chemical Application	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Disease/Insect Control Operation	As required in the Scope of Work.	\$200 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
8. Plant Materials Operation	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
9. Fertilization – Operation	As required in the Scope of Work.	\$100 per occurrence.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

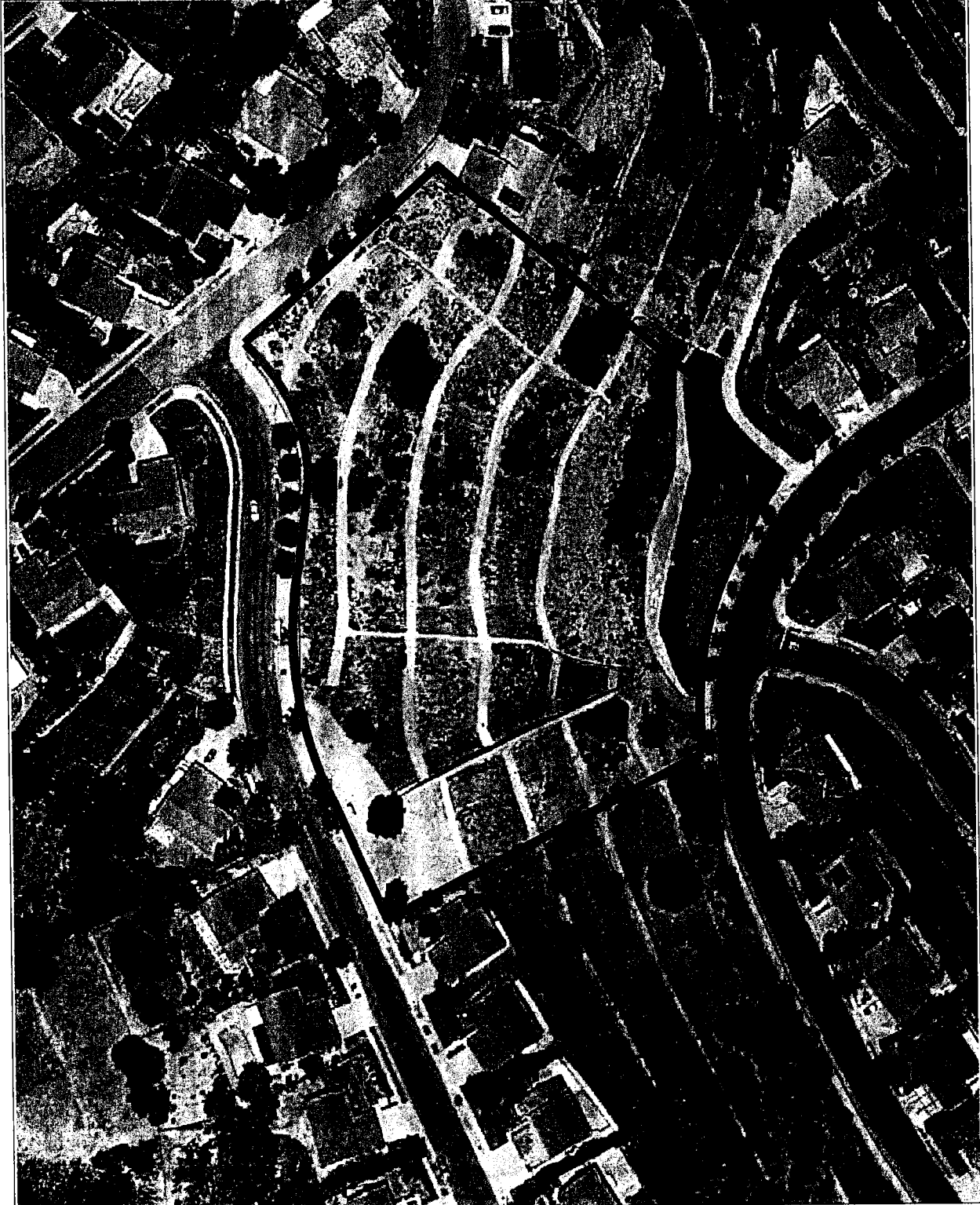
P:\aspub\CONTRACT\Angela\Landscapes\Montellano Slopes\2015\08 FINAL AGREEMENT\12 Exhibit F Performance Requirements Summary.docx

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



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

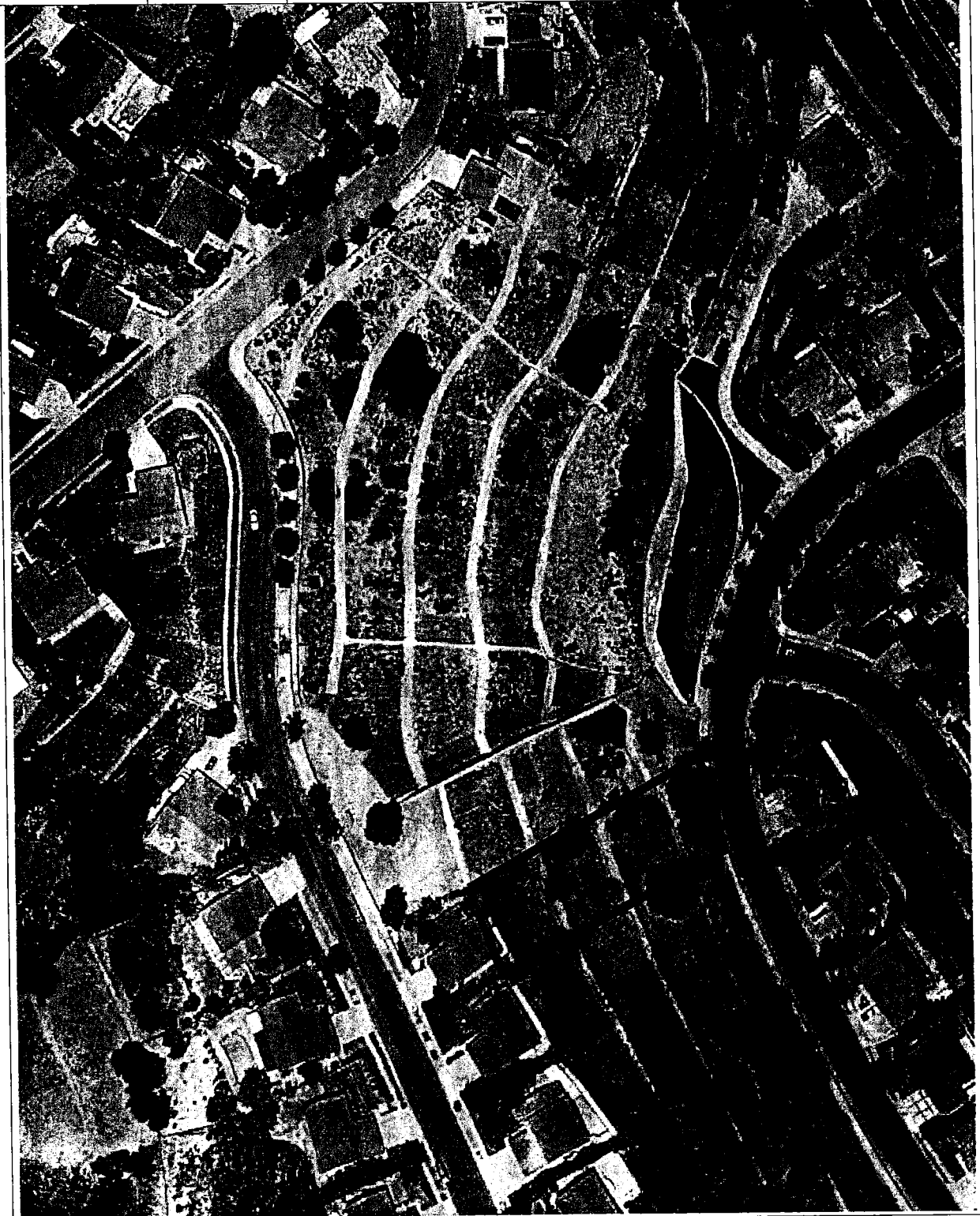
CONTRACT	76068-002 HEATHERFIELD DR/MONTELLANO	Exhibit G
LOCATION	MONTELLANO SLOPE ON CANAL POINT RD	T.G.677 (J-5,J-6)





LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

CONTRACT	76068-002 3250 HEATHERFIELD DR	Exhibit G
LOCATION	MONTELLANO SLOPE ON CANAL POINT RD	T.G.677 (J-5,J-6)





LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

CONTRACT	76068-002 3166 MONTELLANO AVE	Exhibit G
LOCATION	MONTELLANO SLOPE ON CANAL POINT RD	T.G.677 (J-5,J-6)



SPECIAL PROVISIONS – SUPPLEMENTAL REQUIREMENTS

B. Work Location

The work locations to be maintained under the provisions of this Contract are specifically at:

- Montellano Slope from Canal Point Road/Heather Field Drive to Montellano Avenue (Montellano Slopes) for regular service.
- 3250 Heather Field Drive, Hacienda Heights, 91745 (Heather Field Area), to be serviced up to twice a year.

The facilities may be landscaped with ground cover, shrubs, and trees.

A map of the service area can be found in Exhibit G, Map and Exhibit H.2. and Special Provisions can be found on Exhibit H.1.

Additional work locations may be added as described in this Exhibit's Section I.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

F.7.g. Performing the following String Weed Trimming and Edging operation

- i. All open area edges shall be kept neatly edged and all bushes and trees invasion must be eliminated.
- ii. All open area edges, including, but not limited to: Curbs, shrub beds, groundcover and around tree bases shall be edged to a neat and uniform line.
- iii. String weed trimming of open areas shall be completed as one operation. Height of vegetation shall not exceed 18 inches and shall be uniform in appearance.
- iv. All groundcover where maintained next to open areas shall be kept neatly edged and all bushes and tree invasions eliminated.
- v. Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.
- vi. String weed trimming and edging of ground cover shall be performed 12 times per year; once per month.

J7. Watering and Irrigation System Management

- i. On the slope, native plant material shall not be watered.



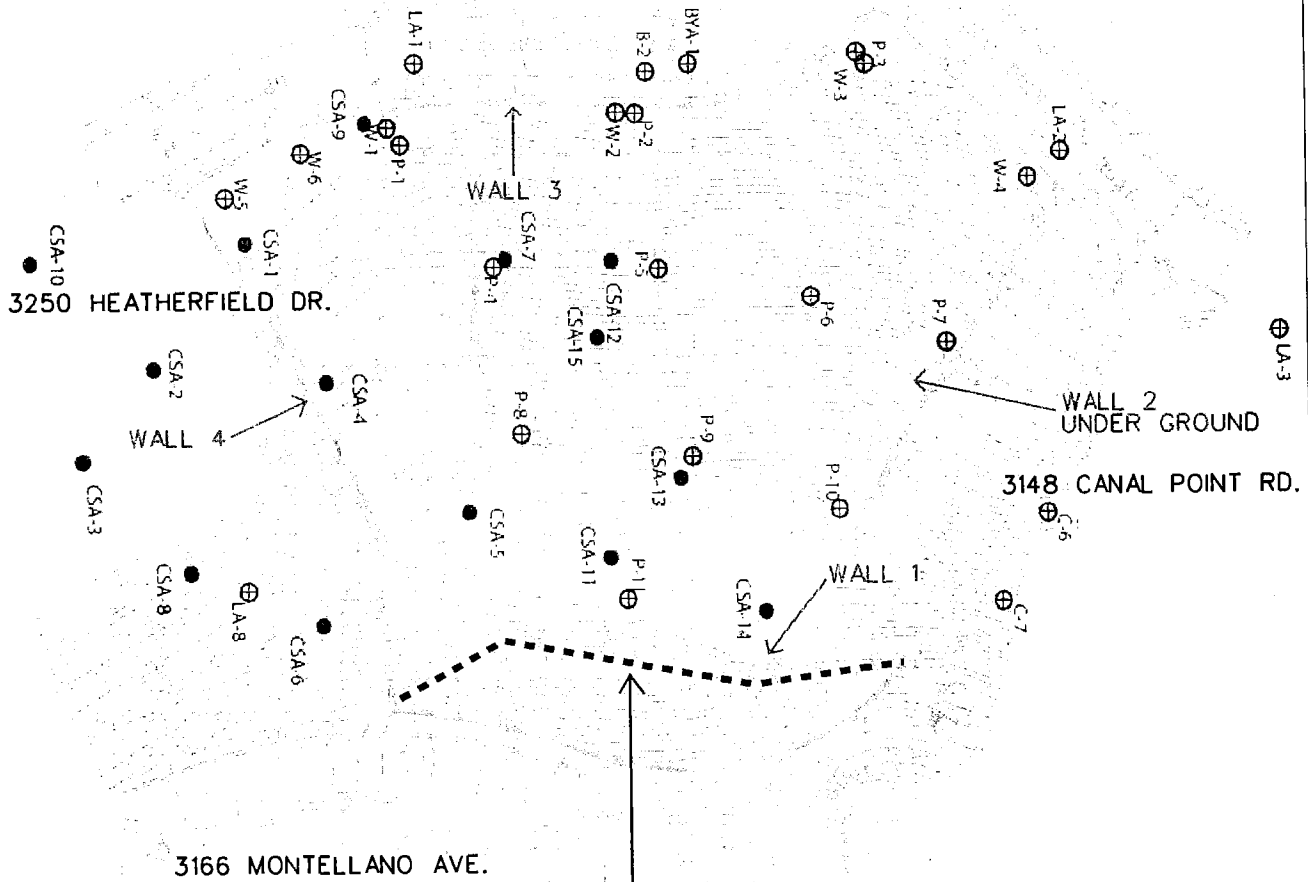
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

CONTRACT 76068-002 LANDSCAPE MAINTENANCE PLAN

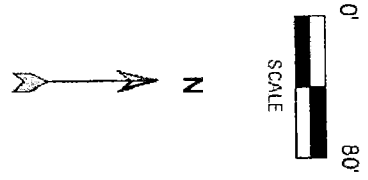
Exhibit H.2


LOCATION MONTELLANO SLOPE ON CANAL POINT RD

T.G.677 (J-5,J-6)



CLEAR VEGETATION TO 2 INCHES HIGH
MEASURED FROM GROUND SURFACE
WITH 2 FOOT CLEARANCE FROM CURB



 <p>Geotechnical and Materials Engineering Division Geology Investigations Unit</p> <p>Updated by: T. G. Bell January 7, 2015</p>	<p>PIEZOMETER (WELL) LOCATIONS</p>
	<p>MONTELLANO LANDSLIDE REMEDIATION Hacienda Heights, California</p>
	<p>LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS</p>

COUNTY OF LOS ANGELES

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



REQUEST FOR STATEMENT OF QUALIFICATIONS FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)

Before: Monday, January 12, 2015
Time: Before 5:30 P.M.

Submitted By:



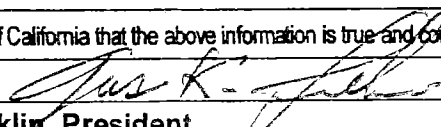
UNITED PACIFIC SERVICES, INC.
120 E. La Habra Blvd., STE 107
La Habra, CA 90631-2310
(562) 691-4600 x225 Office (562) 691-8839 Fax

ORIGINAL

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VERIFICATION OF PROPOSAL

DATE: 12/31 , 2014		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: RFSQ - LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)			
DECLARANT INFORMATION			
3. Name Of declarant: Gus K. Franklin			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President of United Pacific Services, Inc.			
PROPOSER INFORMATION			
6. Proposer's full legal name: UNITED PACIFIC SERVICES, INC.		Telephone No.: (562) 691-4600 x225	
Physical Address (NO P.O. BOX): 120 E. La Habra BL., 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 1740 North Hills Drive	City La Habra	State California	Zip 90631
Name(s) Susan K. Franklin	Title Secretary/Treasurer	Phone (562) 691-4600 x224	Fax (562) 691-8839
Street 1740 North Hills Drive	City La Habra	State California	Zip 90631
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: 01/09/2015
Type name and title: Gus K. Franklin, President			

SCHEDULE OF PRICES

FOR

LANDSCAPING AND SLOPE MAINTENANCE SERVICES FOR
MONTELLANO SLOPE (2015-PA005)

In accordance with these Specifications, the undersigned Bidder is herewith submitting the following Bid for the performance of the work as described in these Specifications. The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

*Contractor will be paid based on cost per frequency. All items are fixed costs and not an hourly rate.

**Actual hours may exceed the estimated hours.

MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE

ITEM	ITEM DESCRIPTION	ESTIMATED** HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY*	ANNUAL COST
1.	All Site Inspection and Reporting per Requirement	<u>1</u>	<u>52</u>	\$ <u>23.97</u>	\$ <u>1,246.44</u>
2.	All Management and Supervision	<u>1</u>	<u>52</u>	\$ <u>88.00</u>	\$ <u>4,576.00</u>
3.	Mowing				
	a. General Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Specialized Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
4.	String Whipping/Weeding				
	a. Open Areas	<u>1</u>	<u>20</u>	\$ <u>147.00</u>	\$ <u>2,940.00</u>
	b. Specialized Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>0.00</u>

*NA = Not Applicable

ITEM	ITEM DESCRIPTION	ESTIMATED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
5.	String Weed Edging				
	a. Concrete Drainage Swales	<u>1</u>	<u>12</u>	\$ <u>59.00</u>	\$ <u>708.00</u>
	b. Sidewalks	<u>1</u>	<u>12</u>	\$ <u>59.00</u>	\$ <u>708.00</u>
6.	Weed Removal				
	a. Walks, Beds, Planters, and Groundcover Hardscape (As-Needed)	<u>1</u>	<u>12</u>	\$ <u>65.00</u>	\$ <u>780.00</u>
	b. Bare Areas (As-Needed)	<u>1</u>	<u>12</u>	\$ <u>65.00</u>	\$ <u>780.00</u>
	c. Undeveloped Areas (As-Needed)	<u>1</u>	<u>12</u>	\$ <u>65.00</u>	\$ <u>780.00</u>
7.	Litter Control				
	a. Concrete Drainage Swales Inlets	<u>1</u>	<u>26</u>	\$ <u>59.00</u>	\$ <u>1,534.00</u>
	b. Developed Areas	<u>1</u>	<u>26</u>	\$ <u>59.00</u>	\$ <u>1,534.00</u>
	c. Undeveloped Areas	<u>1</u>	<u>26</u>	\$ <u>10.00</u>	\$ <u>260.00</u>
8.	Raking				
	a. Turf Under Trees (As-Needed)	<u>1</u>	<u>6</u>	\$ <u>50.00</u>	\$ <u>300.00</u>
	b. Planter Beds and Planters (As-Needed)	<u>1</u>	<u>6</u>	\$ <u>50.00</u>	\$ <u>300.00</u>

ITEM	ITEM DESCRIPTION	ESTIMATED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
9.	Clearance Pruning/Hedge Trimming				
	a. Tree Safety Clearance/Tree Pruning/Sucker Growth Removal (As-Needed)	<u>1</u>	<u>6</u>	\$ <u>59.00</u>	\$ <u>354.00</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>12</u>	\$ <u>59.00</u>	\$ <u>708.00</u>
	c. Hedge Shaping/ Trimming	<u>1</u>	<u>6</u>	\$ <u>59.00</u>	\$ <u>354.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
10.	Sweep – Hard Surface, Walks, Driveway, and Steps	<u>1</u>	<u>52</u>	\$ <u>59.00</u>	\$ <u>3,068.00</u>
11.	Aerification (As-Needed)	<u>1</u>	<u>1</u>	\$ <u>200.00</u>	\$ <u>200.00</u>
12.	Rodent Control (As-Needed)	<u>1</u>	<u>1</u>	\$ <u>200.00</u>	\$ <u>200.00</u>
13.	Turf and Plant Fertilization (As-Needed)	<u>1</u>	<u>1</u>	\$ <u>200.00</u>	\$ <u>200.00</u>

ITEM	ITEM DESCRIPTION	ESTIMATED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
14.	<p>Chemical Application</p> <p>a. Turf – Detailing General Turf Areas with Systemic Herbicides (As-Needed)</p> <p>b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with Systematic Herbicides (As-Needed)</p>	<p><u>1</u></p> <p><u>1</u></p>	<p><u>2</u></p> <p><u>2</u></p>	<p>\$ <u>200.00</u></p> <p>\$ <u>200.00</u></p>	<p>\$ <u>400.00</u></p> <p>\$ <u>400.00</u></p>
15.	<p>Irrigation/Watering – Manual</p> <p>a. Valve Box Integrity – Replace Covers, Check for Safety and Security</p> <p>b. Inspect, Operate, Control, and Make Adjustments</p> <p>c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters</p> <p>d. Manual/Imported Water for Tree and Bushes</p>	<p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p>	<p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p>	<p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p>	<p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p> <p><u>NA</u></p>
<p>TOTAL PROPOSED ANNUAL PRICE – MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE (Items 1-15)</p>					<p>\$ <u>22,330.44</u></p>

3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CALIFORNIA

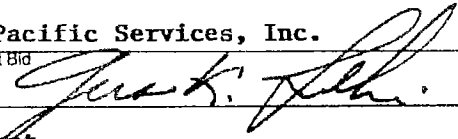
ITEM	ITEM DESCRIPTION	ESTIMATED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
1.	All Site Inspection and Reporting per Requirements	<u>.5</u>	<u>2</u>	\$ <u>60.00</u>	\$ <u>120.00</u>
2.	All Management and Supervision	<u>.5</u>	<u>2</u>	\$ <u>60.00</u>	\$ <u>120.00</u>
3.	Mowing	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
4.	Mechanical Edging				
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
5.	Weed Removal				
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Bare Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
6.	Litter Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
7.	Raking				
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

ITEM	ITEM DESCRIPTION	ESTIMATED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
8.	Clearance Pruning/Hedge Trimming				
	a. Tree Safety Clearance/Tree Pruning	<u>1</u>	<u>1</u>	\$ <u>600.00</u>	\$ <u>600.00</u>
	b. Shrub Safety Clearance/Shrub Pruning	<u>1</u>	<u>1</u>	\$ <u>600.00</u>	\$ <u>600.00</u>
	c. Hedge Shaping/ Trimming	<u>1</u>	<u>1</u>	\$ <u>600.00</u>	\$ <u>600.00</u>
	d. Groundcover Thinning/Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
9.	Sweep – Hard Surface, Walks, Driveway, and Steps	<u>1</u>	<u>1</u>	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
11.	Rodent Control	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
12.	Turf and Plant Fertilization	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

ITEM	ITEM DESCRIPTION	ESTIMATED HOURS PER FREQUENCY	FREQUENCY	COST PER FREQUENCY	ANNUAL COST
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with Systematic Herbicides	NA NA	NA NA	NA NA	NA NA
14.	Irrigation/Watering – Manual a. Valve Box Integrity - replace covers, check for safety & security b. Inspect, Operate, Control and Make Adjustments c. Repair, Replace, Relocate Sprinkler Heads/Drip Emitters d. Manual/Imported Water for Tree & Bushes	NA NA NA NA	NA NA NA NA	NA NA NA NA	NA NA NA NA
TOTAL ANNUAL PROPOSED PRICE – 3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA (Items 1-14)					\$ 3,540.00

TOTAL PROPOSED PRICE SUMMARY

REFERENCE PAGE	FACILITY	TOTAL ANNUAL COST
4	MONTELLANO SLOPE FROM CANAL POINT ROAD/HEATHER FIELD DRIVE TO MONTELLANO AVENUE	\$ <u>22,330.44</u>
7	3250 HEATHER FIELD DRIVE, HACIENDA HEIGHTS, CA	\$ <u>3,540.00</u>
GRAND PROPOSED ANNUAL TOTAL		\$ <u>25,870.44</u>

Legal Name Of Bidder United Pacific Services, Inc.		
Signature Of Person Authorized To Submit Bid 		
Title Of Authorized Person President		
Date 04/23/2015	State Contractor's License Number 790590	License Type C27 & C61/D49
Bidder's Address: 5529 Leeds Street, South Gate, CA 90280-7421		
Phone 562.691.4600, ext. 225	Fax 562.691.8839	E-Mail gus@unitedpac.com

**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:	5529 Leeds Street		
City:	South Gate	State: CA	Zip Code: 90280-7421
Telephone Number:	(562) 691-4600 x225		
(Type of Goods or Services):	RFSQ - Landscape And Grounds Maintenance Services (2014-PA039)		

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.

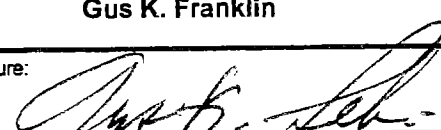
 "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- 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: <p align="center">Gus K. Franklin</p>	Title: <p align="center">President</p>
Signature: 	Date: <p align="center">01/09/2015</p>

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: RFSQ - LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)
 SERVICE BY PROPOSER UNITED PACIFIC SERVICES, INC.
 PROPOSAL DATE: 01/12/2015

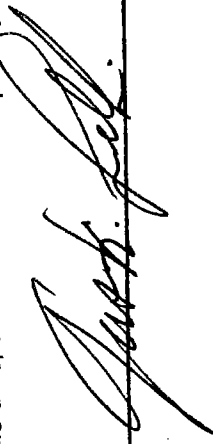
This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of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

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	20	20	21	27	26	114	23
2. Total dollar amount of Contracts (in thousands of dollars).	4,182	3,855	4,175	4,230	4,277	20,719	4,224
3. Number of fatalities.	-0-	-0-	-0-	-0-	-0-	-0-	-0-
4. Number of lost workday cases.	-0-	3	1	1	-0-	5	1
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-	130	120	95	-0-	345	24

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 12/31/2014
 Name of Proposer or Authorized Agent (print) Signature Date



CONFLICT OF INTEREST CERTIFICATION

I, _____

- 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 01/09/2015

PROPOSER'S REFERENCE LIST

(PAGE 1 OF 2)

PROPOSER NAME: UNITED PACIFIC SERVICES, INC.PROPOSED CONTRACT FOR: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Landscape / Trees	SERVICE DATES: 2005-2015
DEPT/DISTRICT: Flood Maintenance - South Area	
CONTACT: Del Ortega, Principal Civil Engineering	
TELEPHONE: (562) 861-0316	Technician
FAX: (562) 861-3957	
E-MAIL: DOrtega@dpw.lacounty.gov	

SERVICE: Landscape / Trees	SERVICE DATES: 2005-2015
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: 2009-2015
DEPT/DISTRICT: Flood Maintenance - East Area	
CONTACT: Maria Diaz-Castillo	
TELEPHONE: (626) 445-7630	
FAX: (626) 446-2624	
E-MAIL: MDIAZ@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: 2006-2015
AGENCY/ FIRM: Riverside County	
ADDRESS: 4080 Lemon St., 8th Floor 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: 2008-2015
AGENCY/ FIRM: City of Simi Valley	
ADDRESS: 500 West Los Angeles Ave. Simi Valley, CA 93063	
CONTACT: Jerry Clark	
TELEPHONE: (805) 583-6437	
FAX: (805) 583-6097	
E-MAIL: JClark@simivalley.org	

SERVICE: Landscape / Tree	SERVICE DATES: 2009-2015
AGENCY/ FIRM: City of Rancho Cucamonga	
ADDRESS: 8794 Lion Street Rancho Cucamonga, CA 91730	
CONTACT: David Peterman	
TELEPHONE: (909) 477-2730 Ext. 4115	
FAX: (909) 477-2732	
E-MAIL: DAVE.PETERMAN@cityofrc.us	

SERVICE: Landscape / Tree	SERVICE DATES: 2009-2015
AGENCY/ FIRM: City of Fountain Valley	
ADDRESS: 17300 Mount Herrmann St Fountain Valley, CA 92708	
CONTACT: Dale Schuck	
TELEPHONE: (714) 593-4605	
FAX: (714) 556-7341	
E-MAIL: DALE.SCHUCK@fountainvalley.org	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: UNITED PACIFIC SERVICES, INC.

PROPOSED CONTRACT FOR: LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Landscape	SERVICE DATES: 2009-2015
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: 2008-2015
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: Tree Services	SERVICE DATES: 2014
AGENCY/ FIRM: CITY OF LOS ANGELES	
ADDRESS: 1149 S. Broadway, Suite 400 Los Angeles, CA 90015	
CONTACT: Nino Ilano	
TELEPHONE: (213) 847-3077	
FAX: (213) 847-3033	
E-MAIL: nino.ilano@lacity.org	

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

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

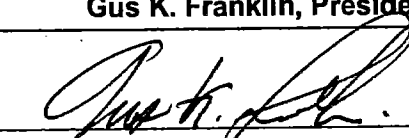
SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	UNITED PACIFIC SERVICES, INC.
Address	5529 Leeds Street, South Gate, CA 90280-7421
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, President	
Signature		Date 01/09/2015

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

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

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

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			6		37	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2			2

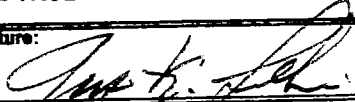
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	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: 01/09/2015
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JIM JONES

Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (877) 669-CBES
FAX: (323) 881-1871

"To enrich lives through effective and caring service"

December 01, 2014

Eric Franklin
UNITED PACIFIC SERVICES
5529 Leeds Street
South Gate, CA 90280

Vendor #: 52887901

Dear Eric Franklin:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on April 30, 2016.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

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

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

JIM JONES
DIRECTOR

A handwritten signature in black ink, appearing to read "Debbie Cabreira-Johnson".

DEBBIE CABREIRA-JOHNSON
Program Director

JJ:DCJ/ct

GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

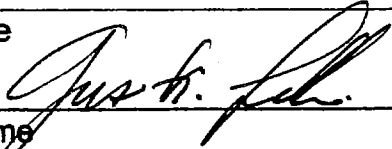
YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Signature 	Title President
Firm Name UNITED PACIFIC SERVICES, INC.	Date 01/09/2015

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

UNITED PACIFIC SERVICES, INC.

Address

5529 Leeds Street, South Gate, CA 90280-7421

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 of 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

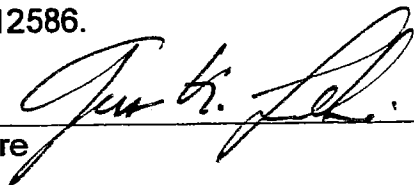
NO

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

01/09/2015

Gus K. Franklin, President

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

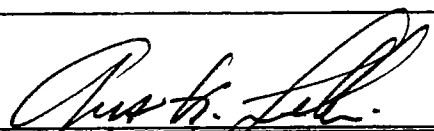
COMPANY NAME: UNITED PACIFIC SERVICES, INC.		
COMPANY ADDRESS: 5529 Leeds Street		
CITY: South Gate	STATE: CA	ZIP CODE: 90280-7421

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: 01/09/2015

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: 01/09/2015

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):

Four horizontal lines for providing details for item A.

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):

Four horizontal lines for providing details for item B.

Signature of Proposer: [Handwritten Signature] Date: 01/09/2015

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

UNITED PACIFIC SERVICES, INC.

Proposer's Name

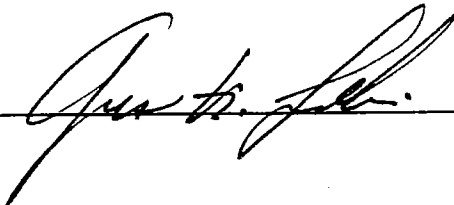
5529 Leeds Street, South Gate, CA 90280-7421

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 Statement of Qualifications, 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 Statement of Qualifications, 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: 01/09/2015

**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**

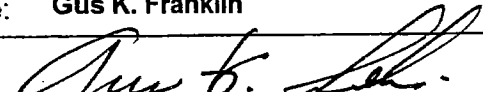
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: 01/09/2015

REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.


Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- I AM NOT** a DVBE certified by the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a DVBE with the State of California or a Service Disabled Veteran-Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: UNITED PACIFIC SERVICES, INC.	County Webven No. 52887901
Print Authorized Name: Gus K. Franklin	Title: President
Authorized Signature: 	Date: 01/09/2015

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

PROPOSER'S NAME: UNITED PACIFIC SERVICES, INC.
 ADDRESS: 5529 Leads Street, South Gate, CA 90280
 TELEPHONE: (562) 691-4600

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE
 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/ NONOPERATIONAL	LOCATION	DESIGNATION	
								DEDICATED	Check one PRIMARY BACKUP
1/2 Ton P/U Crew Cab	FORD	F150	2010	1FTFW1CV1AFB88015	Excellent	Operational	South Gate Yard		X
3/4 Ton P/U Ex Cab	GMC	2500 HD	2004	1GTHC29U24E387977	Excellent	Operational	South Gate Yard	X	
3/4 Ton 4x4 Truck w/Tank	GMC	2500 HD 4x4	2003	1GTHK24V83E302116	Excellent	Operational	South Gate Yard	X	
Dump Truck	International	Transtar	2008	1HSHXSBR68J642290	Excellent	Operational	South Gate Yard	X	X
Dump Truck Crew-Cab	GMC	W4500	2003	J8DC4514237001590	Excellent	Operational	South Gate Yard	X	
Dump Truck	GMC	W4500	2002	4KDC4B1R22J802195	Excellent	Operational	South Gate Yard	X	
Tractor Loader	JCB	531-70	2014	2181079	Excellent	Operational	South Gate Yard		X
Tractor Loader	JCB	527-55	2009	91418407	Excellent	Operational	South Gate Yard	X	
Brush Chipper w/Winch	Vermeer	BC1800XL	2013	1VRY131Z3D1004171	Excellent	Operational	South Gate Yard		X
95' Aerial Bucket Truck	GMC	C8500	2002	1GDT7H4C72J504839	Excellent	Operational	South Gate Yard		X
65' Aerial Bucket Truck	Sterling	Acterra	2001	2FZAAKBYX1AH56999	Excellent	Operational	South Gate Yard		X
3/4 Ton Utility Truck	GMC	2500 HD	2004	1GDHC29034E240479	Excellent	Operational	South Gate Yard	X	
Dump Truck	GMC	C7500	2004	1GDJ7C1C14F501634	Excellent	Operational	South Gate Yard	X	
Dump Truck	Chevrolet	C6500	2005	1GBJ6C1C55F508356	Excellent	Operational	South Gate Yard		X
3/4 Ton Pesticide Truck	GMC	2500 HD	2004	1GCHC24U04E306417	Excellent	Operational	South Gate Yard		X
Lawn Mowers Z-trac	John Deere	36" 48" 60" 72"	02 - 07	Various Serial Numbers	Excellent	Operational	South Gate Yard	X	
(8) Landscape Trailers	Carson	Various	02 - 10	Various Serial Numbers	Excellent	Operational	South Gate Yard	X	

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE IFB LANDSCAPE AND SLOPE MAINTENANCE SERVICES FOR MONTELLANO SLOPE (2015-PA005)

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(s)/resume in your Bid Submission to support the minimum mandatory requirement(s) of this IFB, any inconsistencies or inaccuracy in the information provided on this form, and/or your Bid Submission, may subject your Bid Submission to disqualification or other actions, at the sole discretion of the County.

At the time of Bid Submission, Proposer must meet the following minimum requirements:

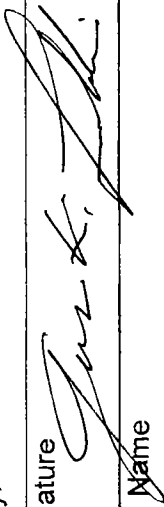
1. Proposer's on-site supervising employee must have a minimum of three years of experience supervising landscape maintenance services.

Yes. Proposer's on-site supervising employee does meet the experience requirement stated above.

On-Site Supervising Employee	Dates of Supervisory Experience (Mth/Yrs to Mth/Yrs)	No. of Employees Supervised	Description of Supervisory Experience
Miguel Quintero	01/2006 to 04/2015	4 to 5	Please provide a detailed narrative of employee's supervising experience in your Invitation for Bids to validate this minimum mandatory requirement for scoring of your proposal in this category. County of Los Angeles contract from 2006 to 2015 South Area (2008-PA027)

No. Proposer's on-site supervising employee does not meet the experience requirement stated above. If you check this box, your Bid Submission 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	04/10/2015

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

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 RFSQ, 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.

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

- Proposer must have a minimum of three years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

Yes. Please complete the chart below. (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.)

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
UNITED PACIFIC SERVICES, INC.	June / 2000	Completed 69 L.A. County contracts for \$16,369,072 (Awarded & Renewed). Currently under contract with Five L.A. County Contracts until 2015. Approx. \$1,000,000/YR.	2, 3, 10, 11
	January / 2015		146, 147, 148, 150

*List the page number in the proposal containing the proposer's experience.

No. Proposer does not meet the experience requirement stated above.

- Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. **Subcontracting is not allowed to meet this requirement.**

Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
C27 & C61/D49	790590	Untled Pacific Services, Inc.	01/29/01 - 01/31/17

No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

3. Proposer and/or its Subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.

Yes. Please complete the chart below.

Type of Certification	Name of Certification Holder	Valid/Active Dates
I.S.A. Certified Arborists	Eric L. Franklin # WE-2158AU	05/14/98 - 06/30/16
	Jack D. Mooring # WE-0905A	07/29/95 - 06/30/16
	Renee L. Mooring # WE-10452A	06/26/14 - 06/30/17

No. Proposer and/or its Subcontractor(s) does not have the certification as stated above.

4. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
Pest Control Business Main License	32512	United Pacific Services, Inc.	01/01/14 - 12/31/15	NO

No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

5. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.

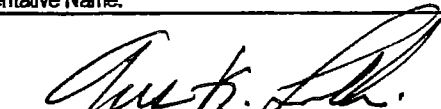
Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
Qualified Applicator License	101277	Eric L. Franklin	01/01/15 - 12/31/16	NO

No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFSQ**

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.

Proposer's Name: UNITED PACIFIC SERVICES, INC.	
Authorized representative Name: Gus K. Franklin, President	
Signature: 	Date: 01/09/2015

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:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:	Facsimile Number:	Email:	
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) 458-1994** :

- 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) 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.
 - 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.

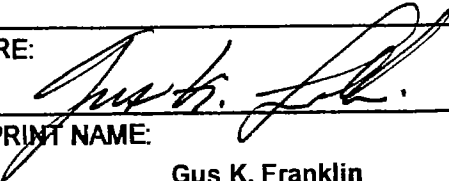
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will 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: 01/09/2015
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.)

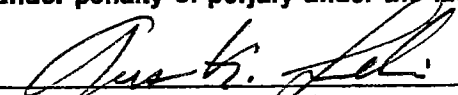
History of Determinations of Labor Law/Payroll Violations (Check One):

- 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

Gus K. Franklin, President

Print Name and Title

UNITED PACIFIC SERVICES, INC.

Print Name of Firm

01/09/2015

Date

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

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

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

Print Name of Firm:	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 Allegation (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 Did Not Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	15 - 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

* 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 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: _____ Date: 01/09/2015

(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			A
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			N
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 Visit	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	\$	
Mental Health Out-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.

Montellano Slope (2015-PA005)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

PROPOSER: POSITION/TITLE*	HOURS PER DAY							ANNUAL HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
(LIST EACH EMPLOYEE SEPARATELY)										
Landscape Laborer				5				260	11.84	\$ 3,078.40
Landscape Laborer				5				260	11.84	\$ 3,078.40
Landscape Laborer-Foreman				5				260	12.25	\$ 3,185.00
Irrigation Tech				1				52	15.50	\$ 806.00
Area Manager/Supervisor				0.5				26	25.00	\$ 650.00
										\$
										\$
										\$
Comments/Notes:	Total Annual Salaries \$ 10,797.80									\$
	(1) Vacations, Sick Leave, Holiday									\$ 2,005.00
	(2) Health Insurance ***									\$ 0.00
	(3) Payroll Taxes & Workers' Compensation									\$ 2,432.00
	(4) Welfare and Pension									\$ 0.00
	Total Annual Employee Benefits (1+2+3+4)									\$ 4,437.00
	(5) Equipment Costs									\$ 2,214.00
	(6) Service and Supply Costs									\$ 3,620.00
	(7) General and Administrative Costs									\$ 1,800.00
	(8) Profit									\$ 3,001.64
	Total Annual Other Costs (5+6+7+8)									\$ 10,635.64
	TOTAL ANNUAL PRICE									\$ 25,870.44

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


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

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

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 F. Franklin, President

Signature: 

Date: 04/23/2015

Name of Proposer: Gus F. Franklin, President

Project/Contract: 2015011501 IFS04 TOF-PROP A.doc

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)**

INSTRUCTIONS

The contractor selected through this RFSQ 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.**

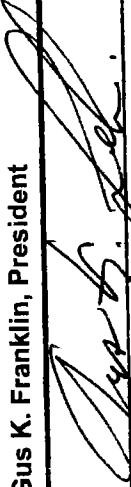
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central 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 pages, 292, 293.</p> <p>1.2 Some of 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 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 pages, 292, 293.</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. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 See Daily work sheet submitted in the proposal, pages 292, 293.</p> <p>3.2 We keep the daily work sheets at our 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 crew forman of each crew.</p> <p>3.5 The records are turned in at the end of week for the following weeks payroll. Office staff checks the records / reports for any missing days or days not signed by the employee, page 294.</p> <p>3.6 The records are kept at our office at 120 E. La Habra Blvd., STE 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 Pages 292, 293.</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 daily work sheets, pages 292, 293.</p> <p>4.1 We use the daily signed payroll sheets, pages 292, 293.</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, page 292.</p> <p>5.2 Daily payroll sheet, page 292.</p> <p>5.3 Each on-site manager of each cre along with the individual who signs the daily work sheet, page 292.</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 office, who double check the hours of each employee.</p> <p>6.2 Automated checks by the ADP Payroll Company, Pages 295, 296, 297.</p> <p>6.3 They receive one check by the ADP Payroll Company, Page 295, 296, 297.</p> <p>6.4 Federal Income Tax, Earned Income Credit Advances, Social Security, Medicare, Federal Unemployment / Disability insurance, Earned Vacation Time for the year, and any Garnishments.</p> <p>6.5 See Payroll Checks, Page 295, 296, 297.</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, Page 295, 296, 297.</p> <p>7.2 Each day we write down the work location of each employee. This daily tracking sheet is kept at South Gate, with a copy faxed to the La Habra office. Staff tracks each employee weekly, Pages, 292, 293, 294.</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 enter the hours for each employee into the automated payroll service. The following day the checks are delivered to the office.</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 days work schedule and is included in the weekly payroll check. We also pay over time for travel time back to our South Gate facility.</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>9.3.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>9.3.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 the employee overtime hours, or if the employee works more than forty-hours in one week, we pay the employee 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: 01/09/2015</p>	

INTRODUCTION

Cover page

Title Page - Acceptance of Conditions

Letter of Transmittal

State of California - Certificate of Status

Insurance Certificate for County of Los Angeles

Certificate of Merit - City of Los Angeles



UNITED PACIFIC SERVICE, INC. - UPS

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

INTRODUCTION / NARRATIVE

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

December 29, 2014

Dear Mr. Farber

During the past fourteen (14) years we have completed sixty-nine contracts for the County of Los Angeles in the amount of \$16,369,072 and we are currently in the process of completing an additional five contracts in the amount of \$1,051,000 per year for a total of \$17,420,072. All of these contracts have been completed on time and to specifications. Over this period of time our work with the County has encompassed a wide range of projects from Tree Trimming/Removal and Planting contracts to Landscape Maintenance, Weed Abatement, Flood Control Channels and River and Catch Basin Clean-out contracts. We have developed and enjoyed an excellent working relationship with the County inspectors and staff and look forward to continuing this association. I consider our company to be part of the County's "team". A firm that County personnel can rely on seven days a week, 24 hours a day for immediate response from fallen trees to mainline irrigation breaks. We take pride in our experienced and highly trained crews of Certified Irrigation Technicians, Certified Arborists and Landscape Maintenance Gardeners working with new and specialized equipment.

From 2002 to 2005 we managed and maintained the landscape maintenance of the Los Angeles River, Rio Hondo Channel, Compton Creek, Centinela Creek, Dominguez Channel and Ballona Creek. In addition this same contract was awarded to us once again in 2005 and renewed for two option years, 2006 to 2007 and 2007 to 2008. We have a proven track record of maintaining the various landscape areas of the South Area contract and for the past twelve (12) years have maintained the irrigation systems, landscaped areas, wildflower / seeded areas, the bicycle trails and most importantly we understand and know how to maintain the "native plants" that are an integral part of the landscaped areas of the South Area contract. During past twelve years we have responded to all types of emergency work while maintaining the L.A. River/Compton Creek and Rio Hondo Channels. We also know the importance of traffic control on the bicycle right-of-way and how to maintain a safe work environment for both our crews and the pedestrians using the bicycle lanes along the channels.

Our South Gate facility is located next door to the County of Los Angeles Imperial yard, which is next door and adjacent to the Landscaped areas of one of our County contracts for the South Area. Our response time to any type of emergency situation from main line irrigation breaks to vandalism will be within minutes from our South Gate facility. United Pacific Services, Inc. (UPS) has completed numerous contracts for many Municipalities, Counties and State agencies. During the past 40 years I have overseen the completion of over \$110,000,000 in contracts for more than 97 southern California city and county agencies. I have also directed the completion of numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the Company, Corporate Officers or the Owners. In addition, we have never had any claims filed against our General Liability coverage, a perfect record. We have specialized equipment and a seasoned and very experienced crew that is Certified by the International Society of Arboriculture (ISA) as Certified Arborists and Certified Tree Workers with the ability to perform all types of tree and landscape maintenance contracts to completion on time and to specifications.

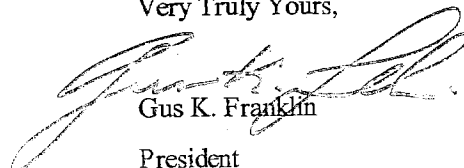
At the present time we have contracts in progress with ten cities and the counties of Los Angeles and Riverside. These contracts include tree trimming, tree planting, tree removal, weed abatement, irrigation repair/maintenance, pesticide/herbicide application and landscape maintenance. We will provide the county with crews that are equipped with new equipment to complete any landscape maintenance contract in a timely and professional manner. All crews will be supervised by an ISA Certified Arborist and tree trimmers shall be I.S.A. Certified. UPS is a state licensed contractor and holds both the C27 and C61 D49 state licenses and both licenses are in good standing with the State of California.

In addition to having a very experienced crew that has worked for the County of Los Angeles for the past fourteen years. We intend to have Mr. Oscar DeLeon, who has recently joined the firm to work as our On-site Manager of all crews working on any County of Los Angeles contract. This includes routine landscape maintenance work to supervising hydroseeding, planting, herbicide application, irrigation repair and planting. Mr. DeLeon is the former Landscape Manager/Contract Monitor for the City of Long Beach since 1987 to his retirement in 2014. Mr. DeLeon for the past twenty-seven (27) years worked for the city's Park Department and for the past fifteen (15) years was responsible for the landscape maintenance of the "Queensway Bay" the jewel of Long Beach.

I have included for your review fourteen (14) City Endorsement signatures, six Governmental signatures rating our Company's performance as excellent, Fifty (50) letters of recommendation dating back to 1977 to 2008 (31-years), and five current letters of recommendation from cities and county agencies including a letter of recommendation from our bonding company, Alliant Insurance Services which rates United Pacific with an excellent track record and credit history. I have also included a comprehensive Work Plan of Action, an Equipment List with color pictures, ISA Certified Arborist Certifications, ISA Certified Tree Worker Certifications, CPR and First Aid Certification including Electrical Line-clearing Certifications. I have also included Certification of Confined Space Entry Awareness should our crews be required to enter any catch basins or flood maintenance channels/tunnels. We have employees that are licensed for herbicide application (QAL Licenses) and I have one employee who is certified and has an Agricultural Pest Control Adviser License (PCA license). United Pacific has a variety of trucks ranging from 1/2 ton pick-ups to ten ton heavy duty diesel trucks. In the past ten years we have invested over three-million in new specialized Landscape and tree maintenance equipment (see equipment list). I have also included a comprehensive "Storm Water Pollution Control Plan" extremely important while doing Los Angeles County landscape maintenance contracts. Our employees are certified and have been trained in Storm Water Pollution controls and management.

In addition to maintaining the landscaping for the County of Los Angeles South Area contract during the past twelve (12) years we have also maintained the County Waste Treatment plants located in Malibu (a five year contract), the Montellano Slopes (a five year contract), the Dominguez Gap (a five year contract) and the East Area (a five year contract) for the County of Los Angeles. We have the financial capability and a long history of successfully completing governmental tree and landscape maintenance contracts in southern California including a twelve-year track record of maintaining the Landscaping of the South Area for the County of Los Angeles. If you need additional information or have any questions concerning our proposal please call me at (562) 691-4600 ext. 225.

Very Truly Yours,


Gus K. Franklin
President

**UNITED PACIFIC SERVICES
INCORPORATED
TITLE PAGE**

United Pacific Services, Inc. has reviewed "NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039) for 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 STATEMENT OF QUALIFICATIONS FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)

Responses to be received until

Final submittal Date:

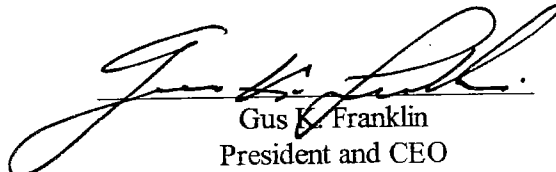
**Monday, January 12, 2015
before 5:30 p.m.**

Proposal addressed to:

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

Authorized Signature:

Corporate Seal


Gus K. Franklin
President and CEO
Signature Binds the Corporation

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

Date: 01-09-15

LETTER OF TRANSMITTAL

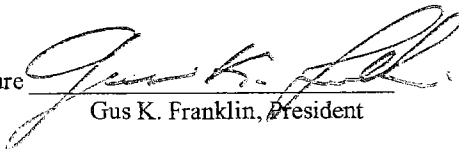
As the President and owner of United Pacific Services, Inc. (UPS) I have supervised the completion of over \$92,000,000 in Landscape and Tree Maintenance contracts for eighty-five municipalities and the counties of Los Angeles, Riverside, San Bernardino, San Diego, and Orange. All contracts were completed on time and to specifications. Our proposal to the County of Los Angeles includes fifty letters of recommendation, six current letters of recommendations, an evaluation by six governmental agencies, color pictures of current and past field operations, fourteen City Endorsement signatures and a Storm Water Pollution Control Plan. I have also enclosed certifications which include Certified Arborists, Certified Tree Worker, Certified Qualified Applicator, Safety Management Certifications and Confined Space Certifications. We are not the largest company in Southern California, however; I believe we offer a unique company where Senior County Managers and Field Inspectors are dealing directly with the President/Owner, Vice President and General Manager on a weekly basis. With forty cell phones and direct connect we can always be reached 24 hours per day seven days per week. UPS has a very experienced crew and support equipment to complete any county project on schedule and to specifications.

<u>SENIOR MANAGEMENT STAFF:</u>	<u>Years of Experience</u>	<u>Certifications</u>
1. Gus K. Franklin, President 1740 North Hills Drive La Habra, CA (562) 691-400 ext. 225 office (562) 691-1844 home phone	40+	C61 D49 State Contractors License - Tree STATE - QUALIFIER ACRT #03263
2. Eric L. Franklin, Vice President 4931 E. Ashford Ave. Orange, CA 92867 (562) 691-4600 ext. 226 office (714) 637-5125 home phone	20+	C27 State Contractors License - Landscape ACRT# 03268 Certified Arborists - I.S.A. WC #2158 QAL #35200 STATE - QUALIFIER
3. Jack Mooring, Vice President 531 Patwood Ave. La Habra, CA 90631 (562) 691-4600 ext. 207 office (714) 525-8821 home phone	35+	ACRT# 03268 I.S.A. WC# 0905 Certified Arborists - I.S.A. TW #403
4. Leo Ramirez 13915 Belgate Street Baldwin Park, CA 91706 (562) 254-3158 cell	22+	ACRT #03034 CPR 04-10-2004 FA 04-10-2004 CS 05-15-93 Irrigation Tech II
5. Anthony Gomez 10531 Hunt Ave. South Gate, CA 90280 (562) 254-1903	15+	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 ext. 225 office (562) 691-8839 fax (562) 254-0749 cell**

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: 01-09-15

Authorized Signature 
Gus K. Franklin, President

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

UNITED PACIFIC SERVICES, INC.

FILE NUMBER: C2101106
FORMATION DATE: 01/28/1999
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

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

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of December 03, 2013.

Debra Bowen

DEBRA BOWEN
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CM

DATE (MM/DD/YYYY)

03/22/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Alliant Insurance Services, Inc (Lic-0C36861) 735 Carnegie Drive, Ste 200 San Bernardino, CA 92408 5057-Jay Freeman	909-886-9861 909-886-2013	CONTACT NAME: Christina Mountz PHONE (A/C, No, Ext): 909-474-8799 FAX (A/C, No): 909-886-2013 E-MAIL ADDRESS: cmountz@alliantinsurance.com PRODUCER CUSTOMER ID #: UNITE-6
INSURED United Pacific Services Inc 120 East La Habra Blvd #107 La Habra, CA 90631	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Peerless Insurance Company	NAIC #: 24198
	INSURER B: Golden Eagle Insurance Corp	10836
	INSURER C: California Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	CBP8403015	03/26/13	03/26/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$1,000 PD Ded per Occ.					PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		BA8403615	03/26/13	03/26/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	\$				
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$					
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CU8403915	03/26/13	03/26/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 1,000,000				
	DEDUCTIBLE \$	\$				
RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	738408040102	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater (Special form)		CBP8403015	03/26/13	03/26/14	Rent/Leas 100,000 Ded. 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

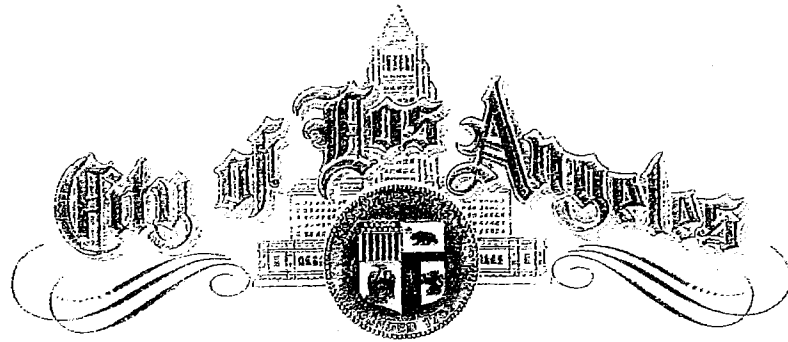
Re: Landscape Maintenance-South Area, Contract No. 75407.
Certificate holder is additional insured as respects General Liability as per forms CG2010 07/04 and CG2037 07/04 attached.

CERTIFICATE HOLDER**CANCELLATION**

COUNTYLA3 County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Certificate of Merit



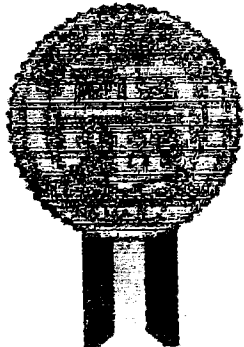
Mayor's Certificate of Appreciation

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

*United Pacific
Corporation*

THIS MAYOR'S 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

Seventy-four (74) contracts awarded / renewed

From 2000 to 2015 sales of \$17,420,072

COUNTY OF LOS ANGELES - CONTRACTS AWARDED / RENEWED - 74
 UNITED PACIFIC SERVICES CONTRACTS AWARDED FROM 2000 TO 2015 = \$17,420,072.00

	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
65.	County of Los Angeles - Landscape Maint., Montellano Slope - 2013 to 2014	\$25,000.00
66.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2013 to 2014	\$625,000.00
67.	County of Los Angeles - Landscape Maint., L.A. East Area 2013 to 2014	\$70,000.00
68.	County of Los Angeles - Landscape Maint., Dominguez Gap 2013 to 2014	\$256,000.00
69.	County of Los Angeles - Landscape Maint., Malibu - 2013 to 2014	\$75,000.00
TOTAL		\$16,310,072.00

County of Los Angeles contracts In progress for the year 2014 to 2015

	CURRENT CONTRACTS	AMOUNT
1.	County of Los Angeles - Landscape Maint., Montellano Slope - 2014 to 2015	\$25,000.00
2.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2014 to 2015	\$625,000.00
3.	County of Los Angeles - Landscape Maint., L.A. East Area 2014 to 2015	\$70,000.00
4.	County of Los Angeles - Landscape Maint., Dominguez Gap 2014 to 2015	\$256,000.00
5.	County of Los Angeles - Landscape Maint., Malibu - 2014 to 2015	\$75,000.00
Sub Total		\$1,051,000.00
TOTAL AMOUNT		\$17,420,072.00

United Pacific Services, Inc.

County of Los Angeles

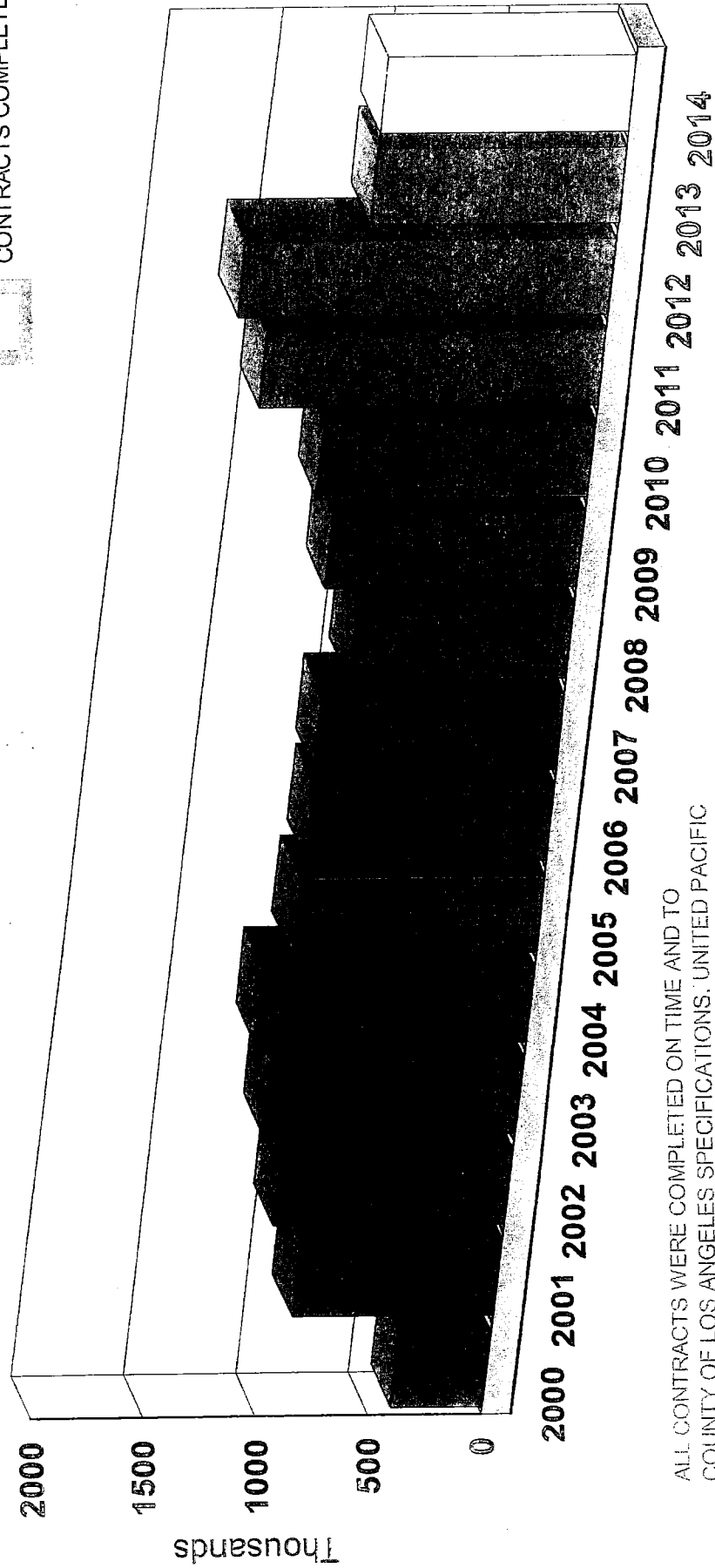
Contracts - Completed & Renewed & In Progress

ANNUAL GROSS SALES FROM - 2000 TO 2015

\$17,420,072

CONTRACTS IN PROGRESS

CONTRACTS COMPLETED



ALL CONTRACTS WERE COMPLETED ON TIME AND TO COUNTY OF LOS ANGELES SPECIFICATIONS. UNITED PACIFIC HAS COMPLETED 69 CONTRACTS FOR THE COUNTY SINCE THE YEAR 2000 AND FIVE CONTRACTS ARE CURRENTLY IN PROGRESS.

United Pacific Services, Inc.

CITY OF LONG BEACH
YEAR - 2001



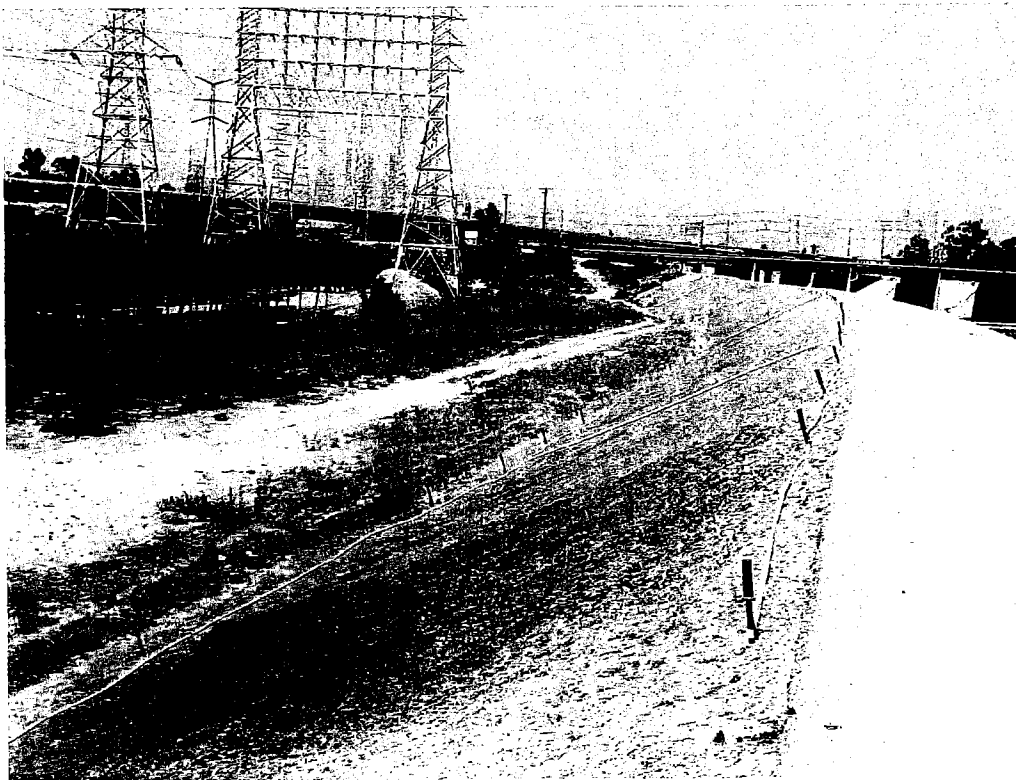
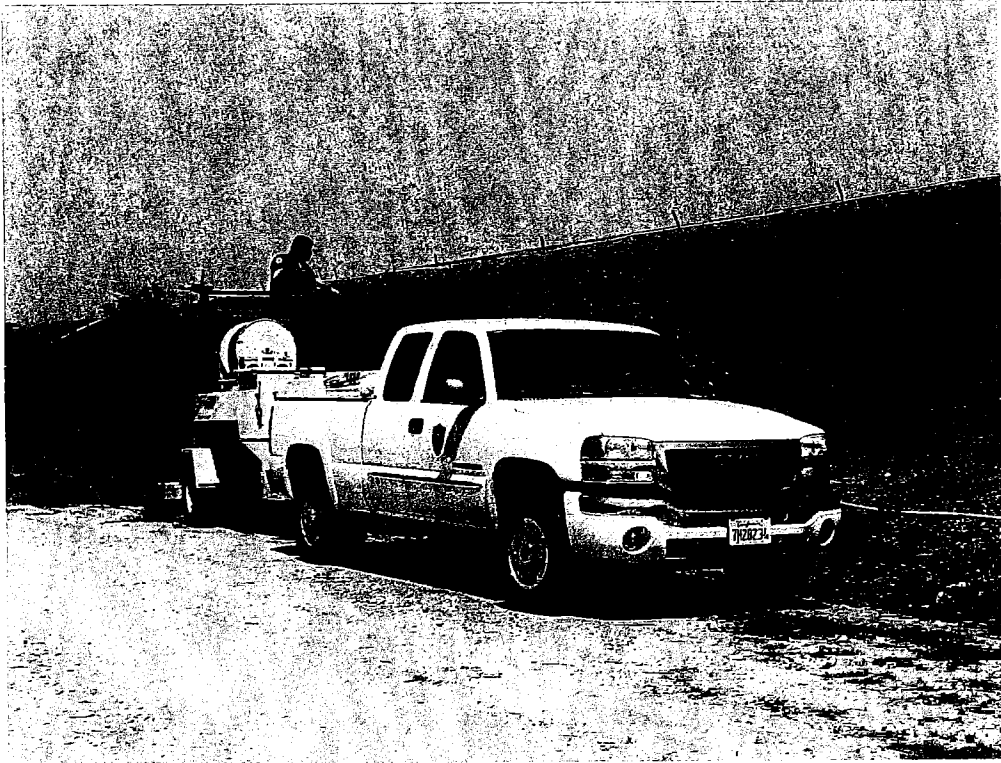
- United Pacific trimming trees along Shore Line Drive for the City of Long Beach. This is the first phase of a three (3) year contract awarded to United Pacific. The annual budget for this contract is 275,000 per year.

Los Angeles County South Area Contract

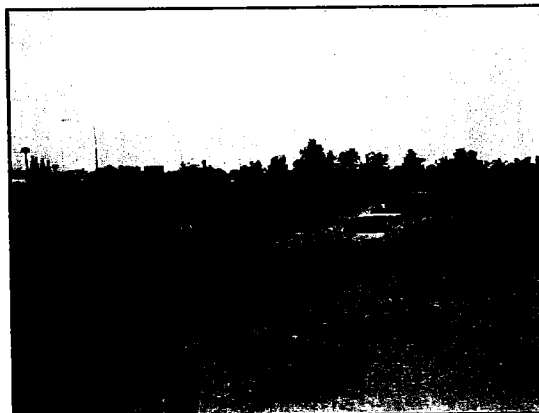
Hydroseeding along the Los Angeles River

Irrigation Repair

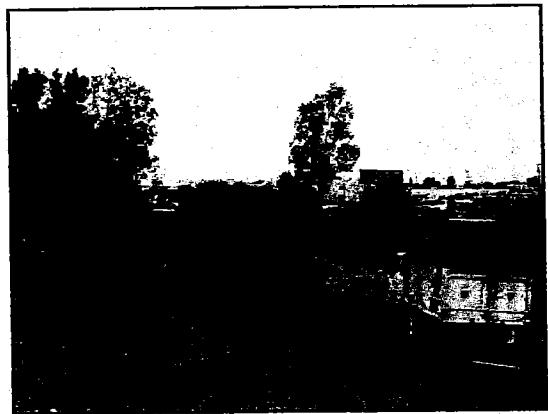
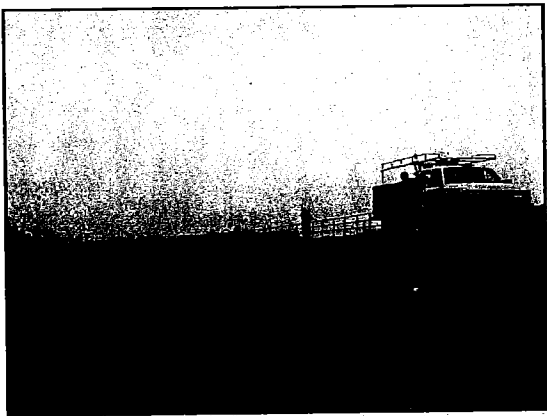
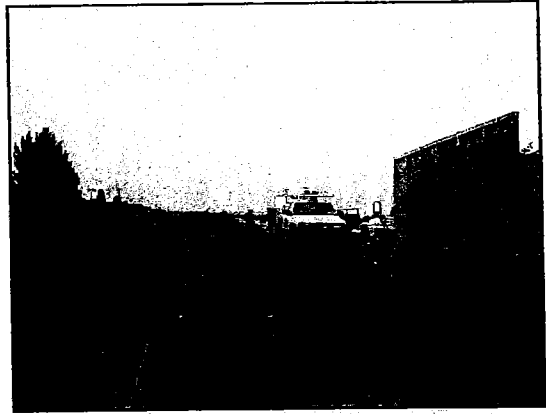
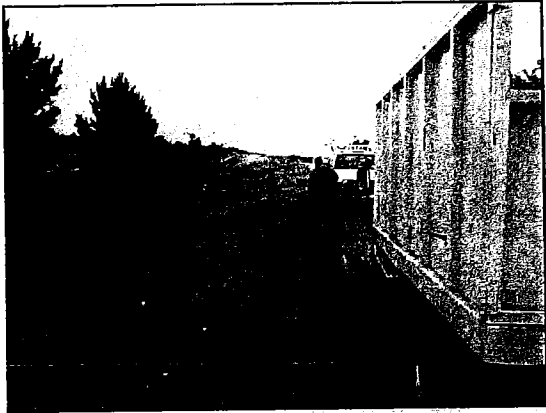
Weed Abatement / Cutting of Hydroseeded Areas



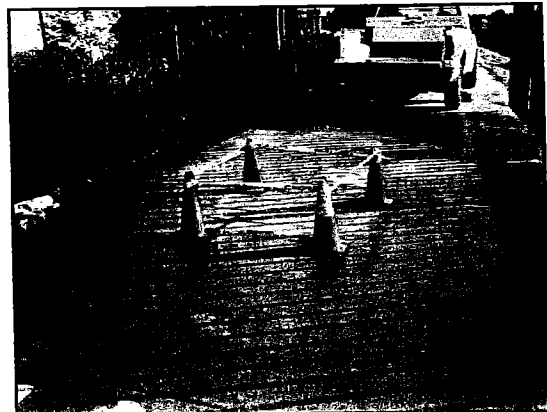
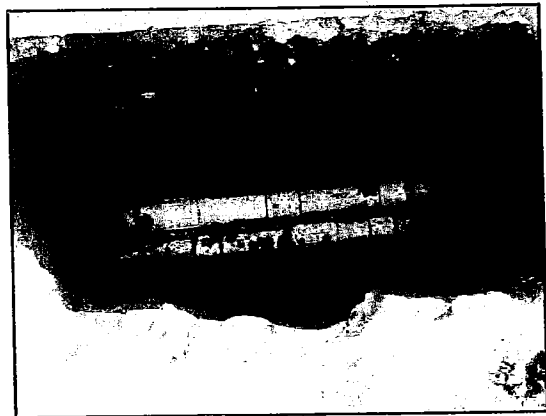
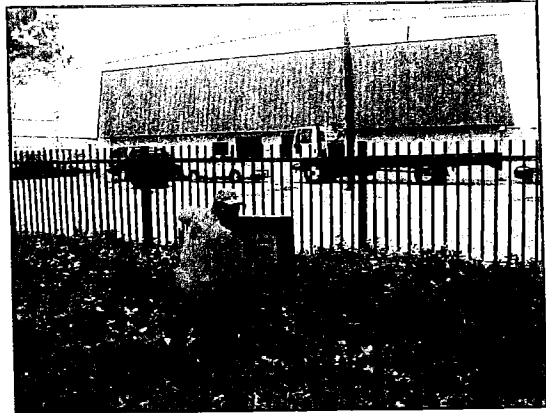
County of Los Angeles
Weed Abatement

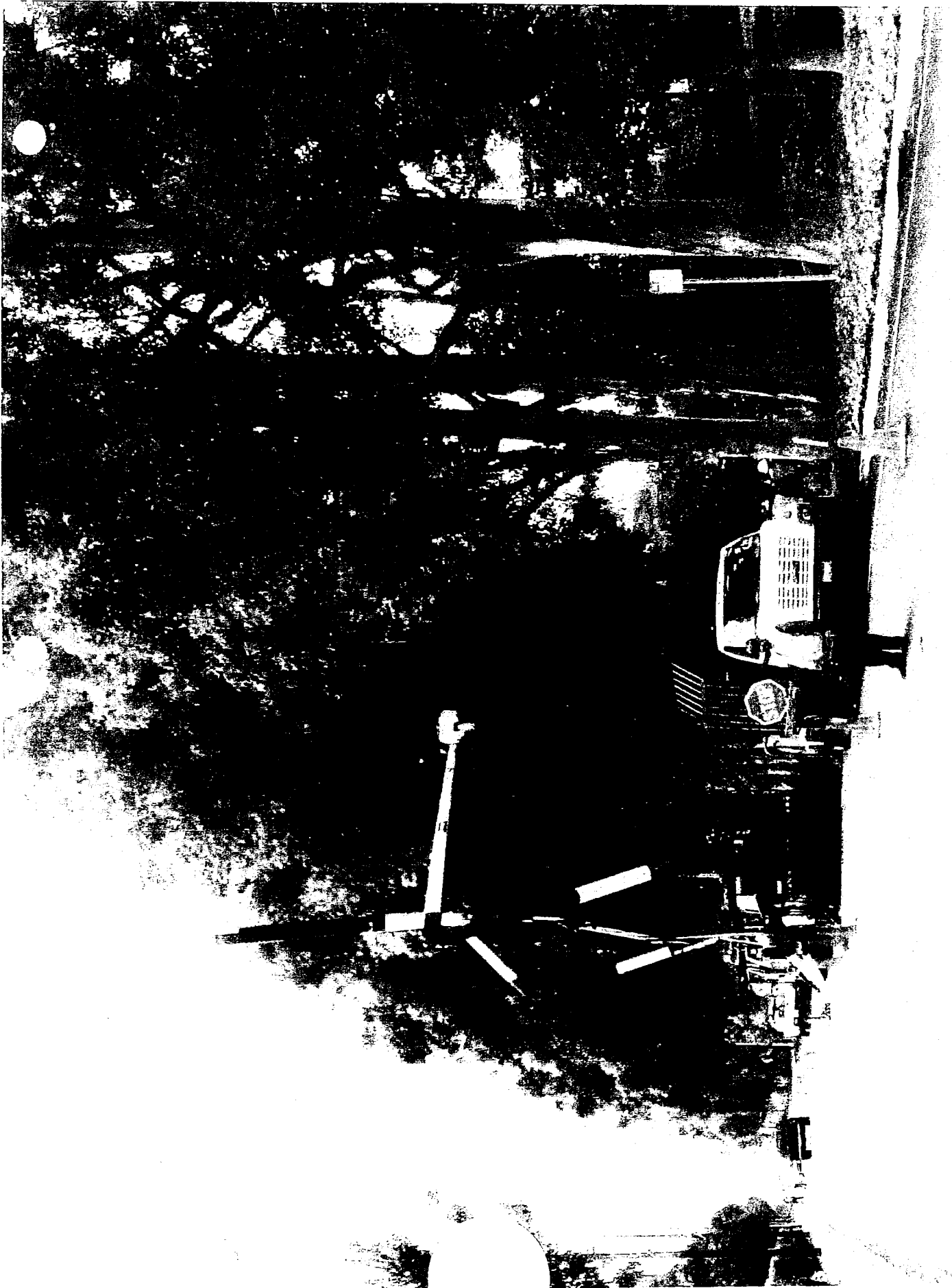


County of Los Angeles
Weed Abatement



County of Los Angeles
Irrigation Maintenance & Repair Services



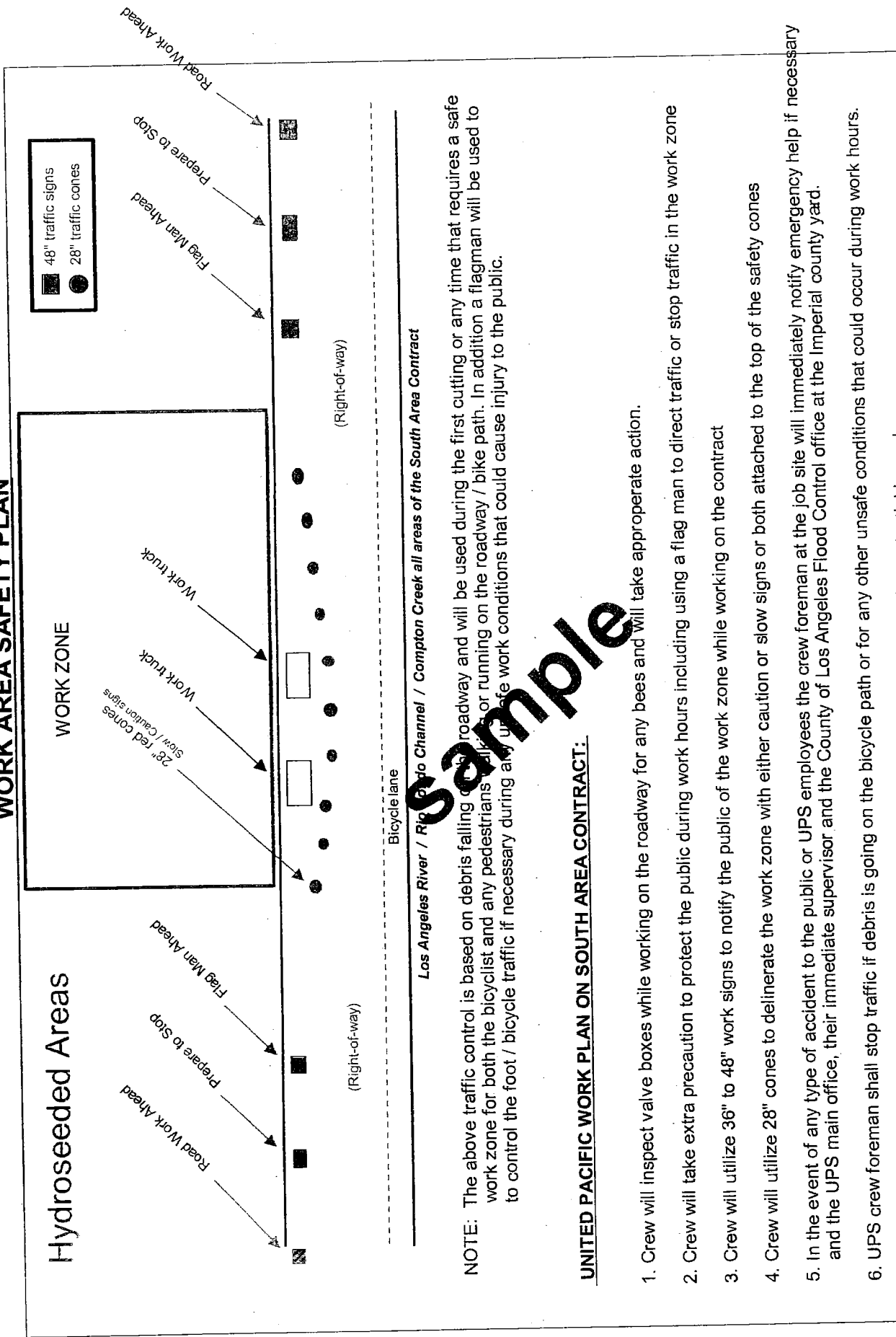


COUNTY OF LOS ANGELES

Traffic Control on South Area Contract

RIGHT-OF-WAY ALONG ROADWAY

WORK AREA SAFETY PLAN

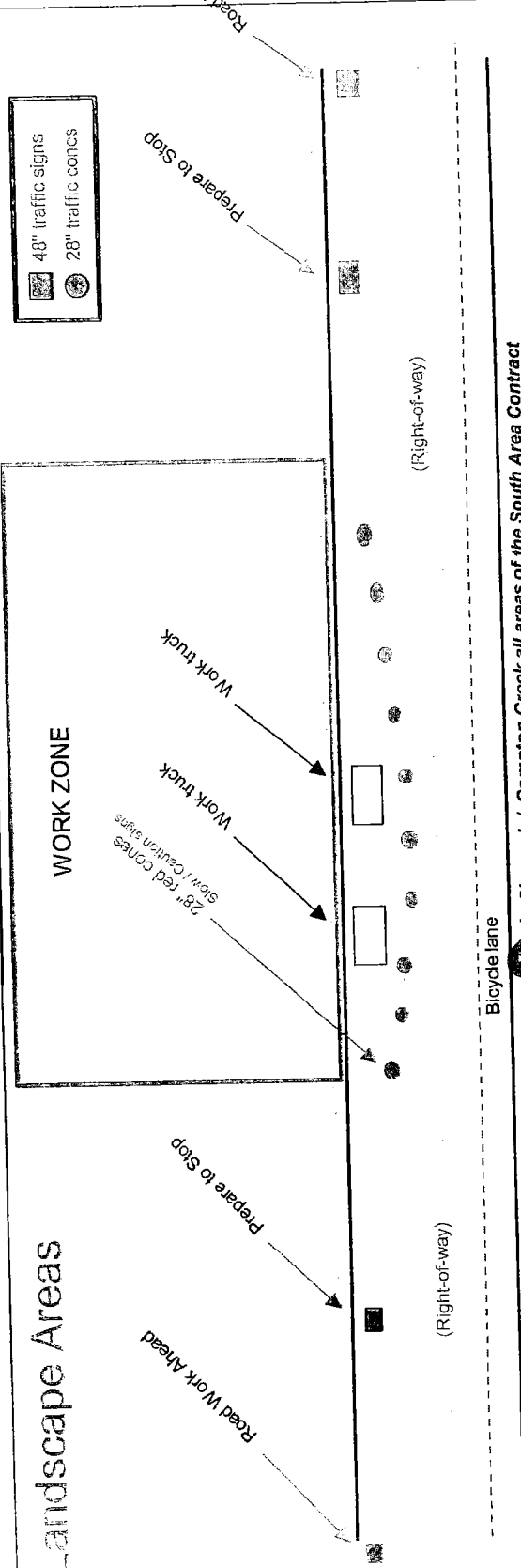


NOTE: The above traffic control is based on debris falling on the roadway and will be used during the first cutting or any time that requires a safe work zone for both the bicyclist and any pedestrians walking or running on the roadway / bike path. In addition a flagman will be used to control the foot / bicycle traffic if necessary during any unsafe work conditions that could cause injury to the public.

UNITED PACIFIC WORK PLAN ON SOUTH AREA CONTRACT:

1. Crew will inspect valve boxes while working on the roadway for any bees and will take appropriate action.
2. Crew will take extra precaution to protect the public during work hours including using a flag man to direct traffic or stop traffic in the work zone
3. Crew will utilize 36" to 48" work signs to notify the public of the work zone while working on the contract
4. Crew will utilize 28" cones to delineate the work zone with either caution or slow signs or both attached to the top of the safety cones
5. In the event of any type of accident to the public or UPS employees the crew foreman at the job site will immediately notify emergency help if necessary and the UPS main office, their immediate supervisor and the County of Los Angeles Flood Control office at the Imperial county yard.
6. UPS crew foreman shall stop traffic if debris is going on the bicycle path or for any other unsafe conditions that could occur during work hours.
7. UPS crew shall perform recon in proposed work area to identify bee hives and other potential hazards.

WORK AREA SAFETY PLAN



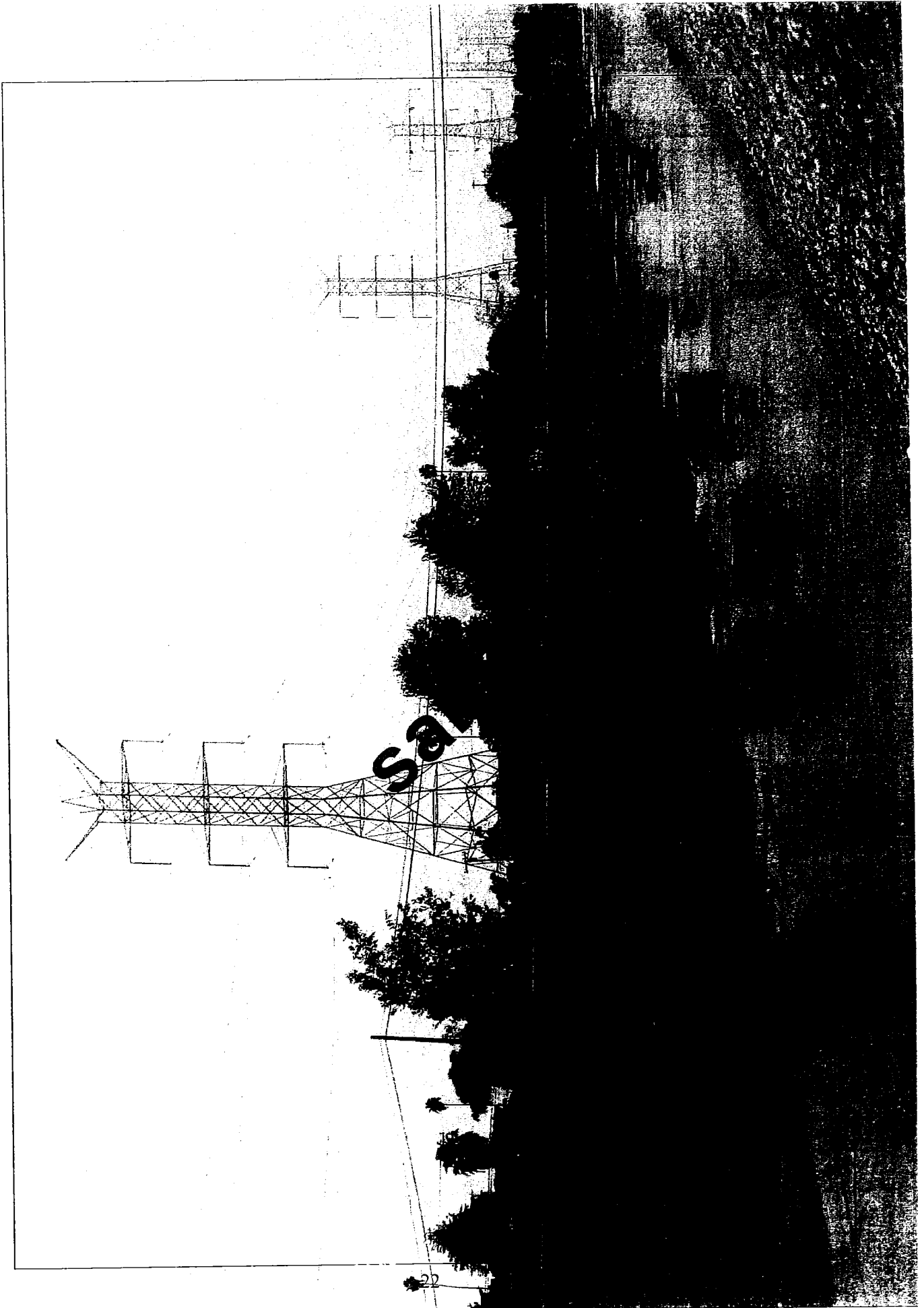
Los Angeles River / Rio Hondo Channel / Compton Creek all areas of the South Area Contract

NOTE: The above traffic control is based on debris falling on roadway and any time that requires a safe work zone for both the bicyclist and any pedestrians walking or running on the roadway / bicycle path. In addition if necessary a flagman will be used to control the foot / bicycle traffic if necessary during any unsafe work conditions that could cause injury to the public.

Sample

UNITED PACIFIC WORK PLAN ON SOUTH AREA CONTRACT:

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6. UPS crew foreman shall stop traffic if debris is going on the bicycle path or for any other unsafe conditions that could occur during work hours.
7. UPS crew shall perform recon in proposed work area to identify bee hives and other potential hazards.



COUNTY OF LOS ANGELES

Confined Spaces Certifications

Certificate of Completion

*This is to certify that
Johnny Atkins
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.J.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

*This is to certify that
Miguel Quintero
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein*

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that
Eusebio Maldonado
has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction
on July 15, 2003
Instructor: Stan Klopfenstein

C.H.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Luis Gaona

*has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction*

on July 15, 2003

Instructor: Stan Klopfenstein

C.H.A.R.T., P. O. Box 88, Roseville, CA 95678, (530) 367-3770

Certificate of Completion

This is to certify that

Eloy Zuniga Zepeda

*has satisfactorily completed a course in
Confined Space Entry Awareness
consisting of 7 hours of instruction*

on July 15, 2003

Instructor: Stan Klopfenstein

C.F.A.R.T., P.O. Box 88, Roseville, CA 95678, (530) 367-3770

County of Los Angeles

WORK PLAN

&

QUALITY CONTROL PLAN

for

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES (2014-PA039)

submitted by:

UNITED PACIFIC SERVICES, INC.

**UNITED PACIFIC SERVICES, INC. - Work Plan
WEEKLY / ANNUAL SCHEDULE
SAMPLE**

**NOTICE OF REQUEST FOR PROPOSALS FOR
LANDSCAPE MAINTENANCE - South Area
(2014-PA030)**

Item	TYPE OF SERVICE	WEEK 1	WEEK 2	WEEK 3	WEEK 4	LOCATION / DESCRIPTION
1.	Litter Control	yes	yes	yes	yes	Bicycle Rest Stops
2.	Litter Control	yes	no	yes	no	Bicycle Trail East Side of L.A. River
3.	Litter Control	yes	no	yes	no	Bicycle Trail West Side of Rio Hondo Channel
4.	Litter Control	yes	no	yes	no	Bicycle Trail of the East Side of Rio Hondo Channel
5.	Litter Control	no	no	no	yes	Within 200' of the access gates at each crossing of the L.A. River
6.	Litter Control	no	no	no	yes	Within 200' of the access gates of each crossing of the Compton Creek
7.	Litter Control	no	no	no	yes	Within 200' of the access gates of each crossing of the Rio Hondo Channel
8.	Litter Control	no	no	no	yes	East side of the Rio Hondo Channel from Firesione Blvd. to Santa Ana Fwy.
9.	Litter Control	no	no	no	yes	From Whittier Blvd. to Whittier Narrows Dam
10.	Litter Control	no	no	no	yes	East side of Rio Hondo Channel from the Santa Ana Fwy. to Whittier Blvd.
11.	Litter Control	no	no	no	yes	In all areas not mentioned in items #1 through #10
12.	Litter Control	yes	no	yes	no	Along the Centinela Creek Channel
13.	Litter Control	no	yes	no	yes	Along the Ballona Creek Channel
14.	Litter Control	yes	yes	yes	yes	Along the Dominguez Earth Day sites
15.	Work Location - Los Angeles River (east side)	yes	yes	yes	yes	East side of the channel from approx. 700 feet south of Ocean Blvd. to the confluence with the Los Angeles River and Rio Hondo Channel
16.	Work Location - Los Angeles River (west side)	no	yes	yes	yes	West side of the channel from Athahelms street to Southern Avenue in South Gate
17.	Work Location - Compton Creek	yes	no	yes	yes	Both side from the confluence with the Los Angeles River to Almeida Street south of 91 Freeway including Earth Day site south of Santa Fe Av.
18.	Work Location - Rio Hondo Channel	yes	no	yes	yes	East side from the confluence with the Los Angeles River to Shalson Ave. and West side from the confluence with the Los Angeles River to FWY
19.	Work Location - Green Way Project	yes	yes	yes	yes	From Manhattan Beach Blvd west of Crenshaw Blvd. approx. 500' east of Cranbrook Av to Rosecrans Blvd. to El Segundo Blvd. channel wall
20.	Filterra Units	no	yes	no	yes	Five Filterra units approx. 4 by 6.5 feet at intersection of Genard Ave and Abbot Kinney and Clear D Alene and Abbot Kinney in Marina Del Rey
21.	Irrigation system	no	yes	no	yes	Reschedule circuits (systems) twice per year
22.	Moisture Sensing device	no	yes	no	yes	Check soil moisture all areas of the project during the year especially during the summer months
23.	Manual operation of irrigation system	no	yes	no	yes	Manual operation of system, if necessary, will be done by assigned crews on an as-needed basis
24.	Irrigation - Controllers cycle	no	no	no	yes	Shall cycle controllers through each station manually and automatically once a month
25.	Irrigation repair - 24 hours	no	no	no	yes	All control valves along the river / channel
26.	Irrigation Fillers - remote control valves	no	no	no	yes	All control valves along the river / channel
27.	Irrigation Fillers - mainline	no	no	no	yes	Inspect / clean mainline fillers, wye strainers, basket filters and fillers at backflow twice a year all areas of the contract
28.	Irrigation bubbler heads	yes	no	no	yes	Bubbler heads in vine pockets next to parapet walls inspected monthly to verify each vine is being watered.
29.	Rodent Control	yes	yes	yes	yes	All areas shall be maintained free of rodents, but not limited to gophers, and ground squirrels.
30.	Rodent Control - Rodenticide	no	yes	no	yes	All areas of the contract including the slopes, rock, and landscape areas
31.	Monthly Maintenance Reports	no	yes	no	yes	Monthly maintenance report shall record all periodic, seasonal, additional work, and maintenance functions performed
32.	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.
33.	Removal of Debris - Recycling	yes	yes	yes	yes	Landscape waste materials diverted from landfills to green waste recycling facilities shall be recorded on a monthly log
34.	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
35.	Special Safety Requirements	yes	yes	yes	yes	Personnel shall observe all applicable State of California (Cal/OSHA) and Public Works safety requirements
36.	Cutting of Seeded Grass/Wildflower	no	no	no	yes	Shall be cut in an artisan-like manner without scalping or allowing excessive cuttings to remain to height of 3" to 4"
37.	Seeding Grass/Wildflower - hydroseed	no	no	no	yes	Hydro-seed during the winter months on an as-needed basis including watering on an as-needed basis with 4,000 gallon truck
38.	Tree Trimming and Care	no	no	no	yes	Trim trees during the year, remove any dead, weak, diseased, insect-infested, damaged branches / limbs. Replace utilities damage
39.	Shrubbery Trimming and Care	no	no	no	yes	Prevent encroachment on adjacent property, maintain proper vertical clearance of 7' for pedestrian areas / 13' for vehicular roadways
40.	Care of Ground Cover on Parapet Walls	no	no	no	yes	Keep ground cover adjacent to roadways away from paved surfaces for natural appearance. Remove runners from digit of fencing
41.	Care of Vines on Parapet Walls	no	no	no	yes	Remove dead / diseased vines as they develop. Trim channel side to no more than 2 feet below top of wall, once a year in Sept.
42.	Weed Control - Seeded Grass/Wildflower	yes	no	yes	yes	Remove/cut weeds within the grass/wild flower areas, as needed throughout the year to remove tops before the weeds go to seed
43.	Weed Control - Stone and Gravel Areas	yes	yes	yes	yes	Remove weeds over 6 inches or groups of weeds spreading 12 inches or more growing in landscape stone areas / gravel areas
44.	Weed Control - bicycle trails	yes	yes	yes	yes	Spray approved herbicide to control the growth of weeds by chemical weed control throughout the year. Remove as-needed
45.	Weed Control - Landscape planted areas	yes	yes	yes	yes	Spray herbicide weed killer to control the growth of weeds by chemical weed control throughout the year. Remove as-needed
46.	Check condition of all plants, trees and shrubs	yes	yes	yes	yes	Maintain / check condition of plants, shrubs and trees throughout the year. Report dead plants to Project Manager for replacement

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. ✓ Maintenance of turf, groundcover, edging	NN.
43. ✓ Pruning of trees and shrubs	OO.
44. ✓ Control of weeds, vegetation disease and pests	PP.
45. ✓ Maintenance, operations, testing and repair of irrigation systems, sprinklers, risers.....	QQ.
46. ✓ Removal of litter, dead leaves, and grass clippings	RR.
47. ✓ Communications / Cell Phones	SS.

QUALITY CONTROL PLAN

Management Team



United Pacific Services, Inc. (UPS), has assigned Jack Mooring and Leo Ramirez 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. Leo Ramirez** is are current on-site Crew Manager/Foreman for five current contracts with the L.A. County and has many years of experience of supervising the completion of numerous contracts for L.A. County since 2000. Mr. Ramirez is has over 20 years of experience in Landscape Maintenance projects and/or contracts. Mr. Ramirez will be overseeing all L.A. County project and will also actively be involved in the county's landscape maintenance computerized software program if requested by the county. Mr. Ramirez has supervised the completion of tree and landscape maintenance contracts for over 15 municipalities and two counties in Southern California. Currently he his in charge of five on-going landscape maintenance contracts with L.A. County that range from five to seven years including options to renew.
- 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. Ramirez 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 - Leo Ramirez
PROJECT DIRECTORS: Eric Franklin - Gus Franklin (owner)

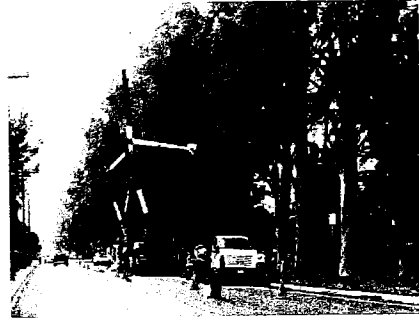
PERFORMANCE OF WORK

A. Daily - Weekly - Monthly Supervision:

1. Report to **L.A. County** 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 **L.A. County**. 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



L.A. County Representative 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 and landscape maintenance 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 or by L.A. County Living wage which ever is higher.
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

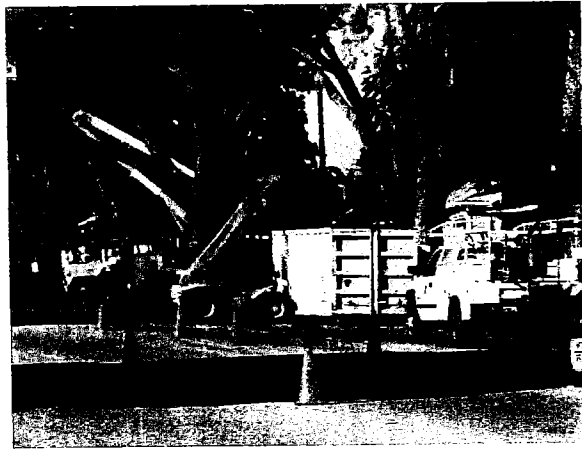
J. Project Safety Official:

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 landscape maintenance projects will be submitted once a month as proof of final disposal to a recycling facility for credit under AB 939 regulations.
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 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 L.A. County's database.
4. UPS shall provide not less than two training session 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:**

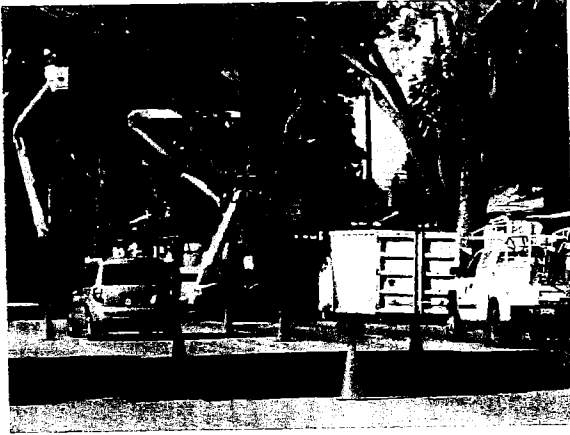
1. Emergency after hours outside of regular hours, include weekends, holidays And evenings (Monday to Friday, 7:00 p.m. To 7:00 a.m.). **L.A. County** may call upon UPS to respond to an emergency situation that requires immediate tree trimming/maintenance services or irrigation repair.
2. Emergency situations 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 landscape 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's crew size is based on the size of each landscape maintenance project while working on the contract. Each crew will have a minimum of 1 aerial bucket truck, 1 chipper truck, 1 tree chipper, and 2 pick-up trucks. Additional equipment includes a roll-off truck, stump grinder, tractor loader, root pruner, lawnmowers, tractors with seed spreaders and other specialized landscape maintenance equipment.
2. UPS will provide a 24 hour emergency crew(s) ready to respond to any and all related work seven days per week while under contract with **L.A. County** 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 landscape maintenance issues.
4. UPS will provide Certified Tree Workers to **L.A. County** 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 / turf 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 L.A. County'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>	Home	(562) 691-1844
	Cell	(562) 254-0749
Eric Franklin, <i>Vice President</i>	Home	(714) 637-5125
	Cell	(562) 254-0746
Jack Mooring, <i>Vice President / General Manager</i>	Home	(714) 525-8821
	Cell	(562) 254-1196
Leo Rameriz, <i>Field Supervisor</i>	Home	(323) 566-2127
	Cell	(562) 254-3158

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 landscape 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 next door to the county.
- ◆ 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 government contracts for landscape maintenance wk.
- ◆ 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 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 landscape 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 562.254.1196 or they can call Jack at our main office at 562.691.4600, ext. 206. 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 562.254.3158, 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 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 landscape 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 landscape 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.

NN. MAINTENANCE OF TURF, GROUND COVER & EDGING

Will be completed according to landscape maintenance specifications of each project and based on proven landscape maintenance procedures that best meet the specifications agreed to by both the contractor and the L.A. County Representative based on the scope of each contract. See pages 54, 55, 56, 59, 60, 61

OO. PRUNING OF TREES AND SHRUBS

See section B - Tree Work Performed. See pages 35, 36, 56

PP. CONTROL OF WEEDS, VEGETATION DISEASE AND PESTS

Will be done on a daily, weekly, monthly basis and scheduled based on the size and scope of each contract. See pages 56, 57

QQ. MAINTENANCE, OPERATIONS, TESTING AND REPAIR OF IRRIGATION SYSTEMS, SPRINKLERS AND RISERS

Will be done on an as-needed basis and based on the condition of the irrigation system. Regular and routine maintenance will be done weekly and testing of the entire irrigation system will be done once a month. See pages 58, 60, 61

RE. REMOVAL OF LITTER, DEAD LEAVES, AND GRASS CLIPPINGS

Will be done on a daily and weekly basis based on the condition of each project/contract and scope of the project determined by the County of Los Angeles on-site inspector. See pages 54, 55, 57, 59, 60, 61

SS. COMMUNICATIONS / CELL PHONES - 24/7

See list of cell phone numbers for emergency and regular work days throughout the duration of the contract. See page 63

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Shrubs and Vines												
24 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
25 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
26 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
27 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*20 Pruning for shape, appearance & Roses (January only)	As Needed	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director
*29 Fertilization - Balanced			X	X					X			
Trees												
*30 Fertilization			X						X			
31 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
32 Check/adjust tree stakes ties/guys	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*33 Preventative Disease Control: Olea Europae (OE), Pynus Kawakamii (PK), Platanus (PI)		PI	PI	OE, PI	15th-OE					PK	15th-PK	

SAMPLE

Yearly Maintenance Program

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
VERTICUTTING Removal of thatch in preparation of overseeding				1 st week Blue-grass					3 rd week Bermuda			
WINTER OVERSEEDING Grass seed as specified by City 8 lbs./1000 sq. ft.										verti-cutting		
AERIFICATION All turf areas, 1/2 x 2 cores with 6" spacing and followed up with drag to break up.				1 st week					1 st week			
FERTILIZATION See Fertilization Schedule Chart A. (T=turf; S=slope, shrub and groundcover.)	1 st week T	1 st week S	1 st week S	1 st week T		1 st week T, S		1 st week T	1 st week S	after verti-cutting T		1 st week T
POST EMERGENT WEED CONTROL Broadleaf weeds chemically controlled with selective herbicide as agreed upon by City and contractor.			3 rd week		3 rd week							
PRE-EMERGENT WEED CONTROL Crabgrass control with pre-emergent herbicide as agreed upon by city and contractor.		1 st week				1 st week						
TREE PRUNING Evergreen and deciduous trees pruned one time per year or as needed - review of operation required prior to commencement of pruning.												deciduous & evergreen
OPEN SPACE AREAS Cutting back noxious weeds, etc. to 6" above ground level.	1 st week											1 st week

SAMPLE

FACILITY: _____

MONTH OF _____

PURCHASE ORDER NO. _____

	Week 1 to					Week 2 to					Week 3 to					Week 4 to					Week 5 to				
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
Mow																									
Edge-Mechanical																									
Edge-Chemical																									
Turf Maint.																									
Irrigation																									
Water																									
Land Maint.																									
Facility Maint.																									
Irrigation																									

OPTIONAL WORK

Additional Mow																									
Additional Edge																									
Grass Pick Up																									
Detatch																									
Broadleaf Pre-emergent																									
Crabgrass Pre-emergent																									
Fungicide Control																									

Submitted by: _____

Date: _____

The above scheduled work was _____ was not _____ performed satisfactorily and in accordance with contract specifications.

Comments: _____

Approved by: _____

Date: _____

INSPECTOR

Irrigation Tracking Sheet

Controller No.: _____
Location: _____
Area of Operation: _____

Name: _____
Date: ____ / ____ / ____
Day: _____
Vehicle #: _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
OK																									
Head Broken																									
Plugged Nozzle																									
Adjust Head																									
Low Head																									
Broken Lateral																									
Solenoid																									
Valve																									
Diaphragm																									
Other																									

Landscape Condition

Good																									
Fair	SAMPLE																								
Poor																									
Too Wet																									
Stress																									

Controller Program	Yes	No	Comment
Recommended ET Schedule			
Independent Program			
Log Update & Complete			
Meter No.:			Meter Reads:
Meter No.:			Meter Reads:

Quantity	Materials Used

WEEKLY MAINTENANCE REPORT

Landscape Maintenance Description	Day of Week	Fertilizer Used/Frequency	No. of Personnel	Type of Work	Current Work	Make-up Work
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

SAMPLE

Report Comments: _____

**PARK INSPECTION PROGRAM AND SERVICE
(P.I.P.S.)**

CONTRACT:	PARK:
CONTRACT REP:	INSPECTOR:
WEEK ENDING:	INSPECTOR SIGNATURE:

DAILY TASKS	MON	TUES	WED	THURS	FRI
<i>Graffiti Removal</i>					
<i>Litter/Debris</i>					
<i>Sand Areas Clean</i>					
<i>Sweeping</i>					

WEEKLY TASKS	STATUS*	DATE	MONTHLY TASKS	STATUS*	DATE
<i>Mowing:</i>			<i>Irrigation Survey:</i>		
<i>Mechanical Edging:</i>			<i>Clearance Tree Pruning:</i>		
<i>Sweeping/Blowing:</i>			<i>Mechanical Detailing:</i>		
Walks			General Turf Area		
Courts			Sports Turf/Infields		
Shelters			Deep Cushion/Play Area		
Patios			Raking		
Bleachers			Chemical Edging		
Drinking Fountain Pads			Chemical Detailing		
Parking Lot/Roadways			Clear Irrigation Heads		
Picnic Tables			<i>Chemical Weeding:</i>		
<i>Washing:</i>			Ground Cover		
Walks			Shrub Beds		
Courts			Bare Areas		
Shelters			Hardscape/Sidewalks		
Patios			Roadways		
Bleachers/Hardscape			Parking Lots		
Picnic Tables			Rodent Control		
Park Bench			Fencing/Backstops		

SAMPLE

QUARTERLY TASKS	STATUS*	DATE
<i>Hedge Trimming:</i>		
<i>Shrub Pruning:</i>		

STATUS

A = ACCEPTABLE N = NOT ACCEPTABLE N/A = NOT APPLICABLE

Weekly Inspection Sheet

Location: _____ Date: _____

Hazardous Conditions <input type="checkbox"/>	Good	Fair	Needs
Overall Condition:			Work
Turf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Beds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Picnic Facilities, Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Corrections Needed: _____

Weekly Inspection Sheet

Location: _____ Date: _____

Hazardous Conditions <input type="checkbox"/>	Good	Fair	Needs
Overall Condition:			Work
Turf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Beds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Picnic Facilities, Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Corrections Needed: _____

SAMPLE

COUNTY OF LOS ANGELES

WEEK ENDING: _____

LOS ANGELES RIVER - SOUTH AREA

CREW LOCATION

UNITED PACIFIC SERVICES, INC.

SCHEDULE OF WORK FOR COMING WEEK

CREW FOREMAN	Cell No.	Reg. No. of Emp.	Monday AREA	Tuesday AREA	Wednesday AREA	Thursday AREA	Friday AREA	Saturday AREA	Sunday AREA
Enrique Gutierrez Landscape Crew	22	5							
Eusebio Maldonado Landscape Crew	24	5							
Jose Torres Tree Crew	18	6	SAMPLE						
Tony Gomez Jr. Tree & Weed Crew	12	6							
Tony Gomez Sr. Tree Crew	31	6							
Ignacio Gomez Tree & Weed Crew	11	6							
Johnny Atkins Irrigation / Herbicide	7	2							
Abel Cohetzaltitla Irrigation / Herbicide	27	2							
Leo Rameriez Irrigation / Repair	6	1							
Managers Gus Franklin Jack Mooring	4 10	2							

* Remarks: The above United Pacific crew(s) work eight (8) hours per day from Monday thru Friday and six (6) hours on Saturday.

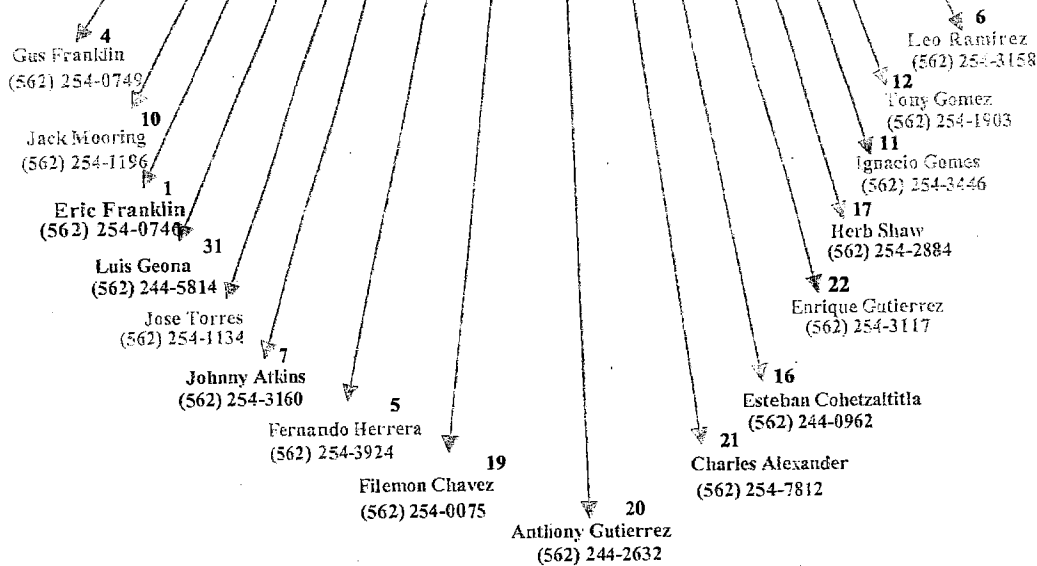
DATE: _____

AUTHORIZED SIGNATURE: _____

UNITED PACIFIC SERVICES
Mobile Radio Contact

County of Los Angeles

COMMUNICATIONS CELL PHONES



**MOBILE
UNIT
NUMBERS**

24 Hour Emergency

Monday to Friday

Saturday / Sunday

**CELL
PHONE
NUMBERS**



SERVICES AVAILABLE

Tree Trimming

Tree Removal

Stump Removal

Tree Planting

15 gallon tree

24" box tree

36" box tree

48" box Tree

UNITED PACIFIC SERVICES, INC.

Provides Tree Maintenance Services

For The

CITY OF SANTA CLARITA



120 E. La Habra Blvd., Suite 107, La Habra, CA 90631-2310
Tel (562) 691-4600 Fax (562) 691-8839

WWW.UNITEDPAC.COM

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

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:

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.stsasha.com

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

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La Habra, CA 90631

Frank J Pedraza

Course Director

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

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Leo Ramirez

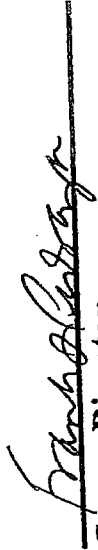
employee of United Pacific Services.

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La Habra, CA 90631



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:

Johnny Atkins

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

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



Course Director

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

800 794-7233

www.stsosha.com

SAFETY TRAINING SPECIALISTS, INC.

presents a certificate of successful completion to:

Jack Mooring

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

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

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:

Eric Franklin

employee of United Pacific Services.

Stormwater Pollution Control
Best Management Practices

March 24, 2008

Date of Completion

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



Course Director

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

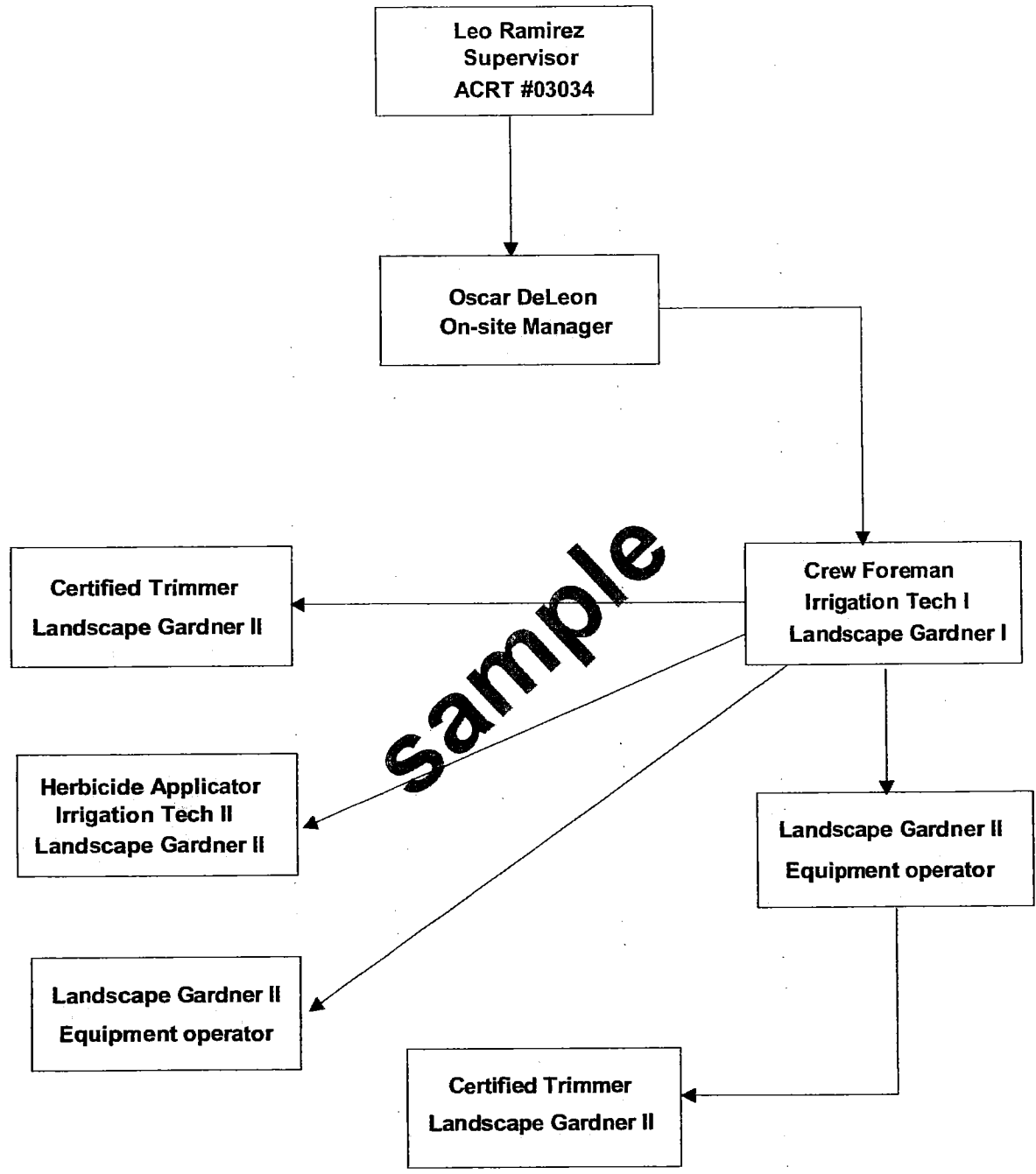
800 794-7233

www.stsosha.com

Assigned Crew

Qualifications and Experience

County of Los Angeles
Assigned Crew - South Area



EMPLOYEE QUALIFICATIONS / EXPERIENCE

UNITED PACIFIC SERVICES, INC.

NAME OF CONTRACT: Landscape Maintenance Service for South Area (2014-PA030)

	NAME OF EMPLOYEE	TITLE	YEARS OF EXPERIENCE	NAME OF CONTRACT	AMOUNT OF CONTRACT	TYPE OF WORK	YEAR
1.	<p>Jack Mooring</p> <p>Cell # 562-254-1196</p> <p>I.S.A. #W3-0905A - Arborists</p> <p>I.S.A. #403 - Tree Worker</p> <p>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 675,000</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 2014 (12 years)</p> <p>2002 to 2010 (8 years)</p> <p>2004 to 2009 (5 years)</p> <p>2008 to 2014 (6 years)</p> <p>2005 to 2010 (5 years)</p> <p>2005 to 2014 (9 years)</p>
2.	<p>Leo Ramirez</p> <p>Cell # 562-254-3158</p> <p>ACRT #03034</p> <p>CPR 04-10-2004</p> <p>First Aid 04-10-2004</p> <p>Confined Space 07-15-03</p> <p>Irrigation Tech II</p> <p>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>2002 to 2014 (12 years)</p> <p>2005 to 2007 (3 years)</p> <p>2002 to 2005 (3 years)</p> <p>2002 to 2005 (3 years)</p>
3.	<p>Alejandro Castro</p> <p>CPR 06-10-2004</p> <p>First Aid 04-10-2004</p> <p>Irrigation Tech II</p> <p>Landscape Gardener I</p>	Landscape Gardener Tree / Landscape	17	<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>2005 to 2014 (10 years)</p> <p>2001 to 2004 (3 years)</p>
4.	<p>Juan Perez</p> <p>Landscape Gardener II</p> <p>Irrigation Tech II</p> <p>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 2014 (6 years)</p> <p>2009 to 2014 (5 years)</p> <p>2009 to 2014 (5 years)</p> <p>2009 to 2014 (5 year)</p>
5.	<p>Miguel Quintero</p> <p>Landscape Gardener II</p> <p>Certified Tree Trimmer</p> <p>Equipment operator</p>	Gardener II	17	<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 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>46,000 per year</p>	<p>Landscape Maintenance</p> <p>Landscape Maintenance</p> <p>Landscape Maintenance</p>	<p>2006 to 2014 (8 years)</p> <p>2009 to 2014 (5 years)</p> <p>2010 to 2014 (4 years)</p>
6.	<p>Oscar DeLeon</p> <p>On-Site Manager</p> <p>Certified Irrigation Tech</p> <p>Grounds Maintenance II</p> <p>Equipment Operator</p>	On-Site Manager	25	<p>Landscape Maintenance Supervisor with the City of Long Beach for the Park Department and the Queensway Bay area of the city for fifteen years</p>	<p>Supervisor of Landscape Maintenance and Tree contracts for the City of Long Beach from 2000 to 2014. Oscar retired from city in 2014 and has agreed to join United Pacific as an On-site supervisor for the South Area Contract</p>	<p>Landscape Maintenance and Tree Maintenance on large city contracts for the past twenty-years with the City of Long Beach until his retirement in 2014</p>	<p>1994 to 2014</p>

EXPERIENCED CREW - County of Los Angeles Contracts

Name of Employee	Years of Experience	Name of Contract	Date of Work	Type of Work
1.) Leo Ramirez	22	L.A. County South Area	2005 to 2014	Supervisor/Manager
		L.A. County Dominquez Gap	2008 to 2014	Supervisor/Manager
		L.A. County East Area	2008 to 2014	Supervisor/Manager
		L.A. County Malibu (Sanitation)	2006 to 2014	Supervisor/Manager
		L.A. Montellano Slope	2009 to 2014	Supervisor/Manager
2.) Oscar DeLeon	27	City of Long Beach	1987 to 2014	Landscape Manager
		Landscape Monitor		Supervisor of Queensway
		Grounds Maintenance		Bay - City of Long Beach
3.) Alejandro Castro	15	L.A. County South Area	2005 to 2014	Crew Foreman/Laborer
		L.A. County Dominquez Gap	2008 to 2014	Crew Foreman/Laborer
		L.A. County Malibu (Sanitation)	2006 to 2014	Crew Foreman/Laborer
4.) Eusebio Maldonado	14	L.A. County South Area	2005 to 2014	Landscape laborer
		L.A. County Dominquez Gap	2008 to 2014	Landscape Laborer
		L.A. County Malibu (Sanitation)	2006 to 2014	Landscape Laborer
5.) Betha Luna	12	L.A. County South Area	2005 to 2014	Landscape Laborer
		L.A. County Dominquez Gap	2008 to 2014	Landscape Laborer
		L.A. County Malibu (Sanitation)	2006 to 2014	Landscape Laborer
6.) Roberto Hernandez	17	L.A. County South Area	2005 to 2014	Landscape Laborer
		L.A. County Dominquez Gap	2008 to 2014	Landscape Laborer
		L.A. County East Area	2008 to 2014	Landscape Laborer
		L.A. County Malibu (Sanitation)	2006 to 2014	Landscape Laborer
		L.A. Montellano Slope	2009 to 2014	Landscape Laborer
7.) Mauricio Cohetziltitla	16	L.A. County South Area	2005 to 2014	Landscape Laborer
		L.A. County Dominquez Gap	2008 to 2014	Landscape Laborer
		L.A. County East Area	2008 to 2014	Landscape Laborer
8.) Miguel Quintero	28	L.A. County South Area	2005 to 2014	Crew Foreman/Laborer
		L.A. County Dominquez Gap	2008 to 2014	Crew Foreman/Laborer
		L.A. County East Area	2008 to 2014	Crew Foreman/Laborer
		L.A. County Malibu (Sanitation)	2006 to 2014	Crew Foreman/Laborer
9.) Arturo Ramirez	6	L.A. County South Area	2005 to 2014	Landscape Laborer
		L.A. County Dominquez Gap	2008 to 2014	Landscape Laborer
		L.A. County East Area	2008 to 2014	Landscape Laborer
		L.A. County Malibu (Sanitation)	2006 to 2014	Landscape Laborer
		L.A. Montellano Slope	2009 to 2014	Landscape Laborer
10.) Juan Perez	15	L.A. County South Area	2005 to 2014	Irrigation tech /sprayer
		L.A. County Dominquez Gap	2008 to 2014	Irrigation tech / sprayer
		L.A. County East Area	2008 to 2014	Irrigation tech / sprayer
		L.A. County Malibu (Sanitation)	2006 to 2014	Irrigation tech / sprayer
		L.A. Montellano Slope	2009 to 2014	Irrigation tech / sprayer

The above crew has worked for many years on various County of Los Angeles contracts and are currently working on five contracts that were awarded to United Pacific Services. They are a very experienced crew and know how to maintain the landscaping of the South Area contract. The South Area contract is rebidding and the new contract will allow our crew to do hydroseeding and watering on a regular basis. We are also bringing in the former Landscape Manager/Contract Monitor with the City of Long Beach for the past twenty-seven (27) years who will be in charge of the South Area contract as an on-site manager. Mr. Oscar DeLeon brings a wealth of knowledge and experience as a former Landscape Maintenance Manager with the City of Long Beach to United Pacific Services field operations. He will be assigned full time at forty hours per week as our new manager of the South Area Contract.

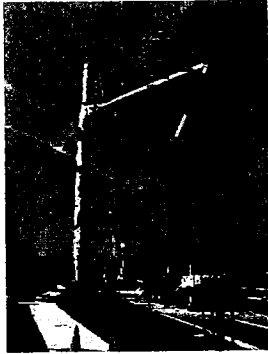
County of Los Angeles

Fifty (50) letters of Recommendations

From 1977 to 2008

\$75,000,000 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 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".

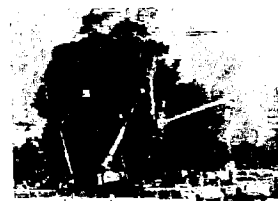
Jeff Morales, Director Jeff Morales



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

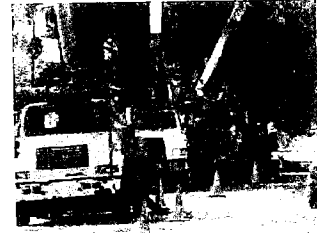
"It has been a while since completion of Contract 11-S881. But, I would like to take this opportunity thank you and your employees for the assistance in helping us to reduce our backlog of tree trimming work. This effort was a new experience for both of us and I was most pleased in your willingness in 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".

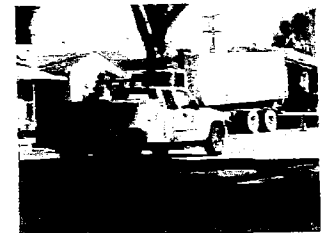
Joseph S. Schenk, Director of Public Works Joseph S. Schenk

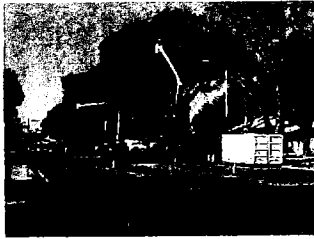


18. City of Arcadia, June 3, 1996

"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 Sini 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.



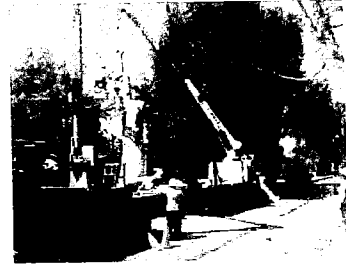
"On behalf of the LAOOC Architecture and Construction Department, Ed Keen, Dan Stewart and I want you to know how grateful we are for your contribution in creating the biggest event in our lifetime. Because we all worked together as a team, we succeeded. All of our efforts have resulted in each of us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

Madelaine Gentry, Assistant Manager, Surety Bond Department Madelaine 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".



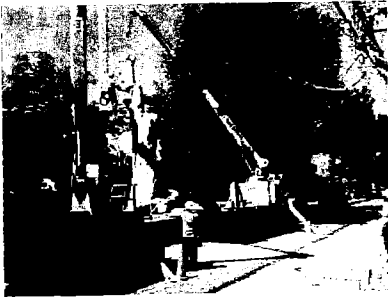
Kathy A. Greco, Community Services, Development Coordinator Kathy A. Greco



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".

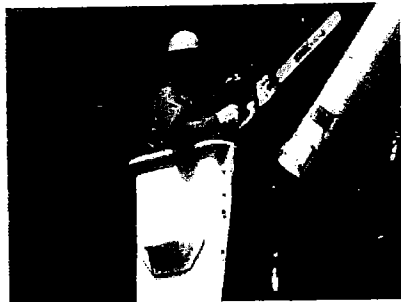
Fred L. Morgan, P.E., Director Fred L. Morgan



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



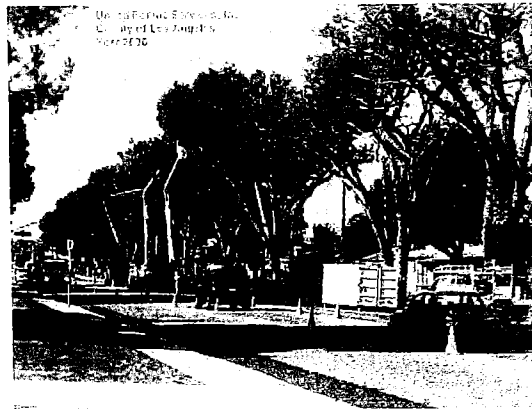
48. City of Santa Ana, April 10, 1978.

"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.

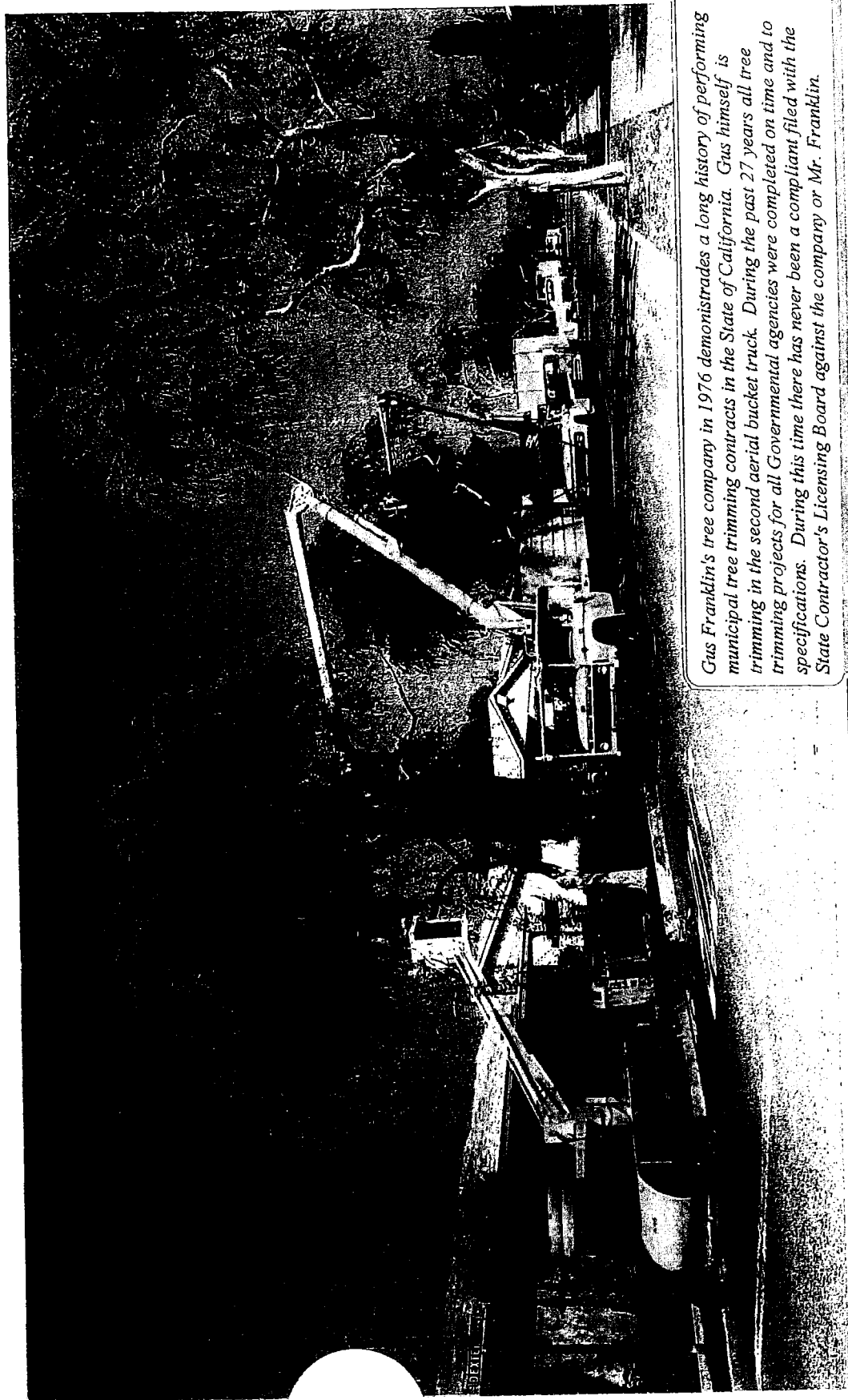
"This is to verify that the Tree Company under the ownership of Gus Franklin has done (2) contracts for us this year, consisting of a total of 640 trees, trimmed to our specification. All work performed by this Company was done to our specifications and to our satisfaction".



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 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.

County of Los Angeles

REFERENCES

List of six (6) City and County References

List of eighteen (18) Government Contracts - \$24,134,000

REFERENCE LIST

The following is a list of some municipalities and county agencies United Pacific Services, Inc. (UPS) has completed contracts for during the past fourteen years. In addition to this list we have successfully completed contracts for thirty-five cities and four counties in southern California. All contracts were completed on time and to specifications. We have never been charged liquidated damages for failure to complete a contract on time nor have we had any claims against our General Liability Insurance, a perfect record.

City of Simi Valley

Agency Name

2008 to 2015 \$2,400,000
Start - End Date of Contract Amount to Date

Jerry Clark

Contact Name

(805) 583-6437

Contact Number

City of Fountain Valley

Agency Name

2009 to 2015 \$1,470,000
Start - End Date of Contract Amount to Date

Dale Schuck

Contact Name

(714) 593-4605

Contact Number

City of Rancho Cucamonga

Agency Name

2009 to 2015 \$3,600,000
Start - End Date of Contract Amount to Date

David Peterman

Contact Name

(909) 477-2730 ext. 4115

Contact Number

County of Los Angeles

Agency Name

2008 to 2015 \$5,850,000
Start - End Date of Contract Amount to Date

Del Ortega

Contact Name

(562) 861-0316

Contact Number

County of Riverside

Agency Name

2011 to 2016 \$1,250,000
Start - End Date of Contract Amount to Date

Mark Hughes

Contact Name

(951) 830-6860

Contact Number

City of Los Angeles

Agency Name

2014 to 2015 \$830,000
Start - End Date of Contract Amount to Date

Nino Ilano

Contact Name

(213) 847-3077

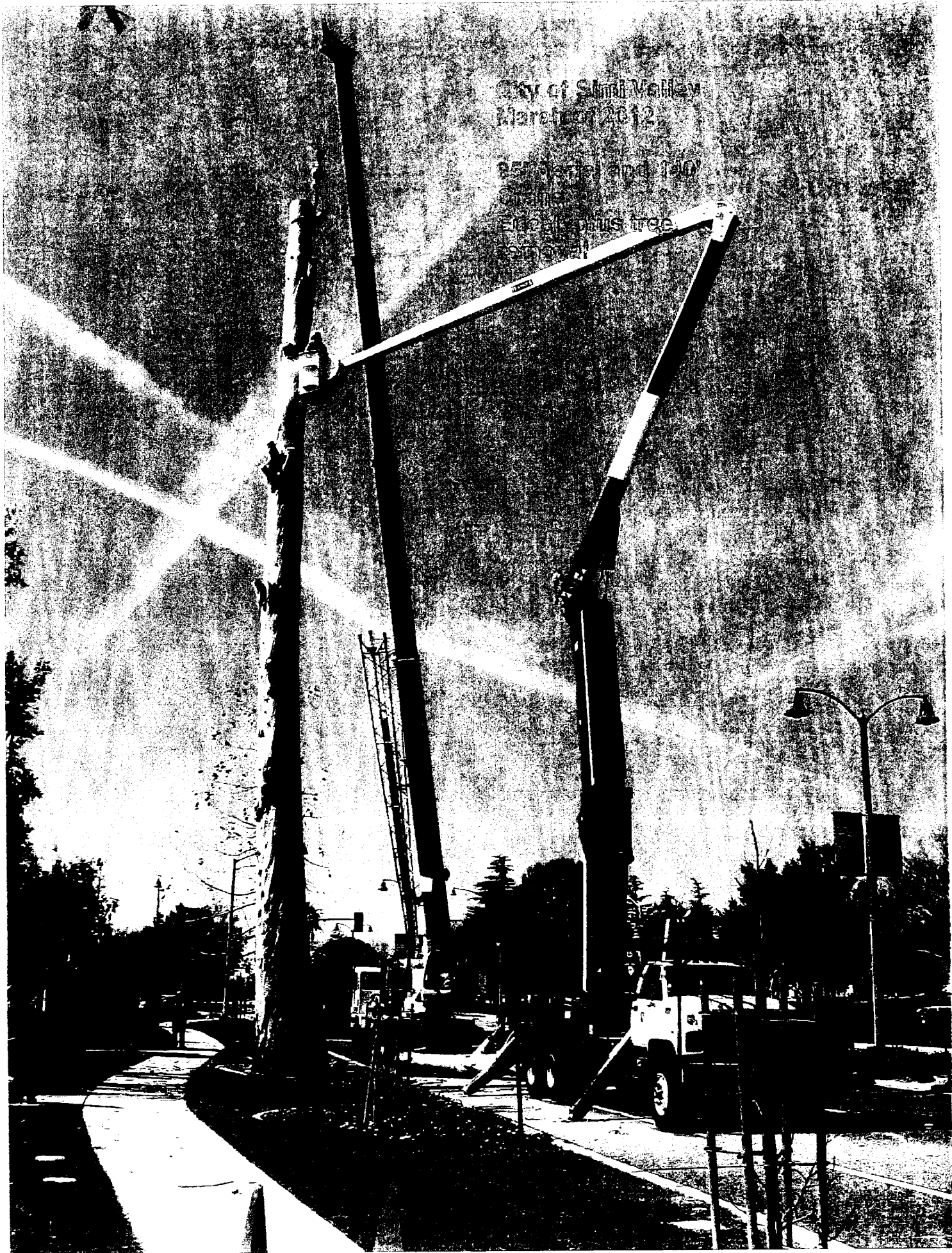
Contact Number

UNITED PACIFIC SERVICES, INC. **OVER 23,000,000 IN CONTRACTS** **18 - 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 + 3 - 2year options)	\$400,000	\$2,400,000	Jerry Clark	2014 to 2022	(805) 583-6416	600 W. Los Angeles Avenue Simi Valley, CA 93065	TREE MAINTENANCE
2	CITY OF RANCHO CUCAMONGA (Annual contract renewed each yr.)	\$550,000	2,750,000	David Peterman	2009 to 2015	(909) 477-2730 ext. 4115	8784 Lion Street Rancho Cucamonga, CA 91730	TREE MAINTENANCE
3	COUNTY OF LOS ANGELES (1 year + 6-option years - South)	\$625,000	\$4,375,000	Del Ortega	2009 to 2015	(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	(626) 695-8191	900 South Fremont Ave Alhambra, CA 91803	TREE MAINTENANCE
5	CITY OF HAWTHORNE (3-year contract)	\$110,000	\$330,000	Alibar Farokhi	2010 to 2013	(310) 349-1662	4455 West 128th Street Hawthorne, CA 90250	TREE MAINTENANCE
6	CITY OF LONG BEACH (4-year contract)	\$175,000	\$700,000	Oscar Deleon	2010 to 2013	(562) 577-6437	2760 Studebaker Road Long Beach, CA 90815	TREE MAINTENANCE
7	CITY OF SIMI VALLEY (2-years + 6-option years)	\$370,000	\$2,960,000	Jerry Clerk	2011 to 2019	(805) 583-6418	600 W. Los Angeles Avenue Simi Valley, CA 93065	TREE MAINTENANCE
8	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) 830-6660	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) 318-0696	1513 Beryl Street Redondo Beach, CA 90277	TREE MAINTENANCE
11	COUNTY OF LOS ANGELES (10-year contract - Malibu)	\$82,000	\$820,000	Jeff Bouse	2009 to 2019	(626) 300-3373	900 South Fremont Ave Alhambra, CA 91803	TREE MAINTENANCE LANDSCAPE MAINTENANCE
12	CITY OF FOUNTAIN VALLEY (4-year contract)	\$223,000	\$892,000	Dale Schuck	2010 to 2015	(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	Maria Diaz-Castillo	2009 to 2015	(626) 445-7630	900 South Fremont Ave Alhambra, CA 91803	TREE MAINTENANCE LANDSCAPE MAINTENANCE
14	CITY OF LAWDALE (5-year contract)	\$120,000	\$600,000	Paul Bebek	2013 to 2018	(310) 973-3283	14717 Burin Avenue Lawndale, CA 90280	TREE MAINTENANCE
15	CITY OF JURUPA VALLEY (5-year contract)	\$150,000	\$750,000	Mike Waltz	2012 to 2017	(651) 332-6464	8304 Limonite Avenue Jurupa Valley, CA 92503	TREE MAINTENANCE
16	CITY OF VERNON (3-year contract)	\$25,000	\$75,000	Scott Rigg	2013 to 2015	(323) 683-8811	4305 Santa Fe Avenue Vernon, CA 90058	TREE MAINTENANCE
17	CITY OF GOLETA (5-year contract)	\$175,000	\$875,000	Robert Morgenstern	2010 to 2015	(805) 968-6848	6735 Hollister Ave Goleta, CA 93117	TREE MAINTENANCE
TOTAL		\$6,201,000	\$23,854,000					

City of Simi Valley
March 2012

85' x 140' and 140'
Electric utility tree
85' x 140'



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



Contractor's License Detail for License # 790590

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
 Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

UNITED PACIFIC SERVICES INC
 120 EAST LA HABRA BOULEVARD
 SUITE 107
 LA HABRA, CA 90631
 Business Phone Number:(562) 691-4600

Entity Corporation
 Issue Date 01/29/2001
 Expire Date **01/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING
 D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC1028109
Bond Amount: \$12,500
Effective Date: 03/02/2009
 Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) FRANKLIN GUS KIT certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 01/29/2001
 This license filed Bond of Qualifying Individual number **55209722** for FRANKLIN ERIC LEE in the amount of **\$12,500** with FINANCIAL PACIFIC INSURANCE COMPANY.
Effective Date: 04/09/2013
 BQI's Bond History

Workers' Compensation

Policy Number:7384080401
Effective Date: 07/01/2012
Expire Date: 07/01/2015
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



State of California
Department of Industrial Relations
Division of Labor Standards Enforcement

Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Number: _____

Contractor Legal Name: _____

united pacific services

[Contractor License Lookup](#)

License Number: _____

Public Works Contractor Registration Web Search Results

One Registered Contractor found. 1

Legal Name	Registration Number	License Type/Number(s)	Registration Date	Expiration Date
UNITED PACIFIC SERVICES, INC.	1000010147	CSLB:790590	02/17/2015	06/30/2015

Export as: [Excel](#) | [PDF](#)

Copyright © 2014 State of California

County of Los Angeles

No. 6000107


AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2015

Name: UNITED PACIFIC SERVICES, INC. 562-691-4600 (TELEPHONE)
Address: 5529 LEEDS STREET SOUTH GATE CA 90280 (CITY) (STATE) (ZIP)
(STREET)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- | | |
|---|---|
| <input checked="" type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture |
| <input checked="" type="checkbox"/> (B) Landscape Maintenance | <input type="checkbox"/> (J) Demonstration and Research |
| <input type="checkbox"/> (C) Right-of-Way | <input type="checkbox"/> (K) Health Related |
| <input type="checkbox"/> (D) Plant Agriculture | <input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C) |
| <input type="checkbox"/> (E) Forest | <input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input type="checkbox"/> (F) Aquatic | <input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A) |
| <input type="checkbox"/> (G) Regulatory | <input type="checkbox"/> (O) Field Fumigation |
| <input type="checkbox"/> (H) Seed Treatment | <input type="checkbox"/> (Q) Maintenance Gardener |
| <input type="checkbox"/> (P) Microbial Pest Control | |


Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: December 22, 2014

Agent: ERIC L. FRANKLIN
State Business License No. 32512

Revised PPE-05 (2-08)



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: **January 01, 2014**
EXPIRES: **December 31, 2015**

**PEST CONTROL BUSINESS MAIN
LICENSE**

LICENSE NO. 32512

Invalid if insurance and/or qualified person(s) lapse 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

PEST CONTROL BUSINESS COUNTY REGISTRATION
PR-PHIL-059 (REV. 3/02)

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
PEST MANAGEMENT AND LICENSING BRANCH

REGISTRATION EXPIRATION DATE: DECEMBER 31, 2014 (YEAR)	
FOR REGISTRATION IN COUNTY OF: VENTURA	BUSINESS LOCATION <input checked="" type="checkbox"/> MAIN <input type="checkbox"/> BRANCH
BUSINESS NAME United Pacific Services	BUSINESS LICENSE NO. 32512
ADDRESS: 5529 Leeds Street	
CITY South Gate	ZIP CODE 90280
TELEPHONE NUMBER (562) 691-4600	
REGISTRATION FEE RECEIVED \$ 75.00	DATE 01/22/14
COUNTY OF VENTURA AGRICULTURAL COMMISSIONER P.O. BOX 689 SANTA PAULA, CA 93061	CONDITION(S) ATTACHED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CK # 22740	DATE 1/29/2014

CARD IMPRINT AREA
(ATTACH COPY OF PEST CONTROL BUSINESS LICENSE)

IMPRINTING COUNTY'S OFFICIAL SEAL

Distribution: Yellow - Pest Control Business White Cardstock - CAC


dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE: 01/01/2013 VALID THROUGH: 12/31/2014

QAL: 101277 BC

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



OTHER INFORMATION AS NEEDED

Licensee Information:
Emergency Contact Phone No.:
(562) 254-0749

Employer: **United Pacific Services, Inc.**

Street Address: **5529 Leeds Street**

City: **South Gate**

Zip Code: **90280**

Telephone: **(562) 691-4600**

X 225 or X 226

Valid Medical Certificate? (for pilots only) Yes No



VENTURA COUNTY
Agricultural Commissioner **27913**
815 E. Santa Barbara Street, Santa Paula, CA 93060
Remit to: P.O. Box 3937, Ventura, CA 93006-3937
Telephone: (805) 933-2926 or (805) 477-1620

DATE: **1/29/14**

NO. CERTS. _____

PURCHASER OR CONSIGNOR _____

ADDRESS: **ERIC Franklin**
United Pacific Services, Inc.

CASH
 CHECK **22740**
 CHARGE

RECEIVED
COUNTY OF VENTURA
JAN 29 2014
AGRICULTURAL COMMISSIONER
SANTA PAULA

<input type="checkbox"/> AVOCADOS	2014	
<input type="checkbox"/> LEMONS	Registration	
<input type="checkbox"/> ORANGES		
<input type="checkbox"/> SEED		
<input type="checkbox"/> QUARANTINE		



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QAL

QUALIFIED APPLICATOR LICENSE

License #: 101277

EXPIRES: 12/31/2016
ISSUED: 01/01/2015

Categories: BC

ERIC L FRANKLIN
4931 E ASHFORD AVE
ORANGE CA 92867



This License must be shown to any representative of the Director or Commissioner upon request.

Eric L. Franklin

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card.

This License does not authorize any person to engage for hire in the Business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire.

License Categories

- | | |
|---|-------------------------------|
| A. Residential, Industrial, and Institutional | I. Animal Health |
| B. Landscape Maintenance | J. Demonstration and Research |
| C. Right of Way | K. Health Related |
| D. Plant Agriculture | L. Wood Preservation |
| E. Forest | M. Antifouling-Tributyltin |
| F. Aquatic | N. Sewer Line Root Control |
| G. Regulatory | O. Field Fumigation |
| H. Seed Treatment | P. Microbial Pest Control |



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE
01/01/2014

VALID THROUGH
12/31/2015

PGA 129241
EDWARD P MEDEIROS
36962 CLUB HOUSE DR UNIT 9A
LAGUNA HIGUEL CA 92677

ABDEG



Edward P. Medeiros

SIGNATURE

This license is issued to the person named to act as an agricultural pest control adviser pursuant to Division 6, Chapter 6 of the Food and Agricultural Code in the categories indicated on the face of this card.

This license must be shown to any representative of the Director or Commissioner upon request.

License Categories

- | | |
|--|----------------------------|
| A. Insect, Mite, and other invertebrates | E. Weeds |
| B. Plant Pathogens | F. Defoliation |
| C. Nematodes | G. Plant Growth Regulators |
| D. Vertebrate Pest | |

MEMBERSHIPS



Government Endorsement Signatures
and
List of fifty letters of Recommendation

Nine (9) Government Endorsement Signatures for 2012

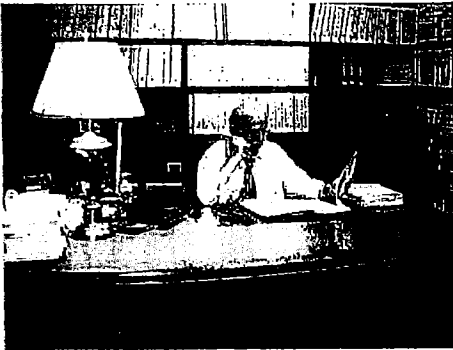
Six (6) Government Endorsement Signatures for 2004

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

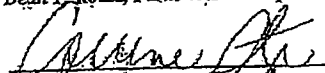
- 1.) City of Long Beach
(562) 577-8490


Theresa Maceyka, Park Maint. Supervisor


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


Dean P. Rodia, Parks & Landscape Maint. Superintendent

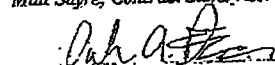
- 3.) City of Hawthorne
(310) 349-1662


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

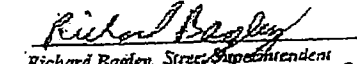
- 6.) County of Riverside
(951) 830-6860


Mark Hughes, Landscape Maint. District (LMD) Supervisor

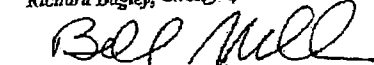
- 7.) City of Long Beach
(562) 577-8437


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

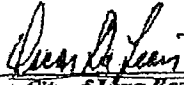
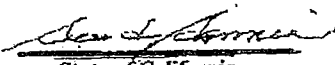
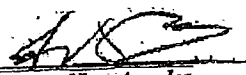

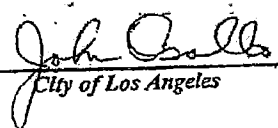

UNITED PACIFIC SERVICES, INC.

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**

<i>Signed Signatures:</i>	2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
Oscar De Leon, (562) 570-4886  <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  <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  <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  <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  <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  <u>County of San Bernardino</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

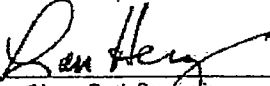
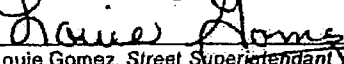



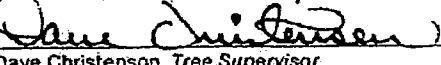







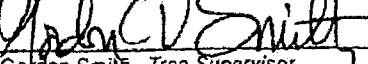
City Endorsement Signatures

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 Snavelly, Park Director
6. CITY OF FOUNTAIN VALLEY

Dave Christenson, Tree Supervisor
7. CITY OF LA HABRA

Manuel Torrez, Tree Supervisor
8. CITY OF LOS ANGELES

Neil Denering, Street Tree Superintendent
9. CITY OF FULLERTON

Kathy Greco, Park Co-ordinator
10. CITY OF WHITTIER

Emmitt May, Tree Supervisor
11. CITY OF PARAMOUNT

Roger Kretzer, Tree Supervisor
12. CITY OF SAN FERNANDO

Dave Salabar, Street Superintendent
13. CITY OF SO. EL MONTE

Keith, Park Supervisor
14. CITY OF BUENA PARK

Gordon Smith, Tree Supervisor

Arbor Age
Magazine
 May, 1984



SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AND SITE FOR THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.



June 22, 1984

United Pacific Corporation
 12815 E. Imperial Highway
 Suite A
 Santa Fe Springs, CA 90670

Reference: Exposition Park, Olympics 1984

I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad.

As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see.

As president of United Pacific Corporation you can be proud of a job well done.

Best personal regards,

PERIDIAN GROUP

Vincent Rie Takeuchi

Vincent Rie Takeuchi
 Project Manager

VT:jk

Landscape Architecture/Planning
 62245 Sh. Park Boulevard, Irvine, California 92714 (714)261-9130
 6700 East Fort Lauderdale, Florida 33308 (305)462-4962 3195 Las Vegas Boulevard South, Las Vegas, Nevada 89119 (702)798-8217
 Memphis: Covington Park, Arthur Breen, Glenn Nakagawa, Gerald Perrow, Ron L. Price, Thomas M. Taylor, Brian Anderson, Donald Brown, Barry J. Jones
 Anaheim: Ronald Wang, Dennis R. Long, Michael Walker, Frank B. Marzocchi, Robert Clark, John R. Van Dusen, Michael A. Giese

Certificate of Merit

This Certificate of Merit was presented to Gus H. Franklin by Peter V. Ueberroth, President of the Los Angeles Olympic Organizing Committee, in recognition and appreciation to United Pacific Corporation for our contribution to the success of the Games of the XXIII Olympiad held in Los Angeles, in 1984.

In 1984 I supervised the trimming of Over 1400 trees in preparation for the Opening Ceremonies of the 1984 Summer Olympic Games of the XXIII Olympiad held in the City of Los Angeles. In Recognition and appreciation for our Contribution to the success of the Games, I received the Certificate of Merit from Los Angeles Olympic Organizing Committee.

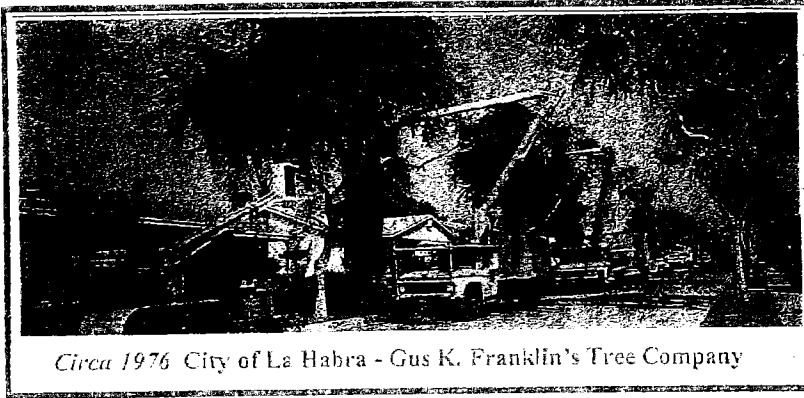
Sincerely,

Gus H. Franklin
 President

IN RECOGNITION AND APPRECIATION TO
United Pacific
 FOR YOUR CONTRIBUTION TO THE SUCCESS OF THE GAMES OF THE XXIII OLYMPIAD LOS ANGELES 1984



Paul E. Johnson *Peter V. Ueberroth* *Henry & W. De*



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.) Allant Driver Commercial Group / Bonding	Jay P. Freeman, CPCU	2008
2.) City of Santa Clarita	Robert Sartain, Urban Forestry Supervisor	2007
3.) Orange County Sanitation District	James D. Ruth, Interim General Manager	2006
4.) County of Los Angeles	Raymond Low, Internal Audit Group	2006
5.) City of Highland	Sam Racadio, City Manager	2005
6.) Department of Transportation	Jeff Morales, Director	2004
7.) City of Long Beach	Oscar De Leon - Contract Monitor	2004
8.) City of Highland	Larry M. Williams - Public Works Manager	2004
9.) County of San Bernardino	David Brakin - Abatement Supervisor	2004
10.) City of Los Angeles	Gary Striker - Park Maintenance Supervisor	2004
11.) City of Pico Rivera	Steven Castellanos - Asst. Deputy Director	1998
12.) City of Highland	Larry M. Williams - Public Works Manager	1998
13.) Averbeck Company / Bonding	Jay P. Freeman - Account Executive	1998
14.) State of California - Caltrans	Jeff C. Morgan - Superintendent II	1998
15.) City of Norco	Christopher L. Sorensen - Mayor	1998
16.) Kellogg Supply, Inc.	H. Clay Kellogg IV - President	1998
17.) City of Norco	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.) Amwest Surety / Bonding	Pat Dolan - Branch Manager	1994
23.) City of Santa Fe Springs	Ronald S. Kernes - Mayor	1993
24.) Congress of the United States	Estaban E. Torres - Member of Congress	1991
25.) City of Garden Grove	Walt E. Donovan - Mayor	1990
26.) UltraPower Malaga-Fresno	R.C. Rodenbach - Fuel Manager	1990
27.) Sequoia Forest Industries	El Kessler - Fuel Procurement	1990
28.) City of West Hollywood	John Heilman - Mayor	1985
29.) S.O.S. Coral Tree Society	James A. Thomas - President	1985
30.) Peridian Group	Vincent Rie Takeuchi - Project Manager	1984
31.) Los Angeles Olympic Committee	Tak Fujii - Associate Vice President	1984
32.) Veterans Administration	Juanita D. Walker - Director	1983
33.) United States District Court	Terry J. Hatter Jr. - Federal Judge	1983
34.) City of Newport Beach	Jack Brooks - Park Superintendent	1982
35.) City of Beverly Hills	Don Boynton - Public Works Inspector	1981
36.) City of Yorba Linda	Louie Gomez - Street 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	Madelaine Gentry - Assistant Manager	1981
41.) City of Garden Grove	Lou Hertz - Park Superintendent	1981
42.) City of Fountain Valley	David L. Christensen - Supervisor / Parkway Maintenance	1981
43.) City of Whittier	Emmett A. May - Tree Maintenance Supervisor	1981
44.) City of Fullerton	Kathy A. Greco - Development Coordinator	1981
45.) City of San Fernando	Fred L. Morgan - Director	1980
46.) City of Lynwood	Don V. Snavelly - Director of Parks	1980
47.) City of Lynwood	Don V. Snavelly - Director of Parks	1978
48.) City of Santa Ana	Robert E. Gresham - Director	1978
49.) City of Los Angeles	Joseph L. Louthan - 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. Community Coordinator (1)	24. Other (4)
7. Fuel Managers (2)	16. Asst. Director of Public Works (1)	
8. Parks & Grounds Superintendent (3)	17. Street Superintendents (4)	
9. Field Supervisors (2)	18. Director of Parks (3)	

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 - CERTIFICATIONS

NO.	EMPLOYEE	MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE	CERTIFICATIONS	POSITION
1.	ERIC FRANKLIN	20	I.S.A. CERTIFIED ARBORIST LICENSE NO. #WC-2158 I.S.A. CERTIFIED UTILITY SPECIALIST LICENSE NO. #WC-2158 ACRT.LINE CLEARING - CERTIFICATION NO. #03268 QAL LICENSE NO. #35200 STATE CONTRACTORS LICENSE NO. #1810587	Vice President Field Supervisor
2.	JACK MOORING	25	I.S.A. CERTIFIED ARBORIST LICENSE NO. #W3-0205A I.S.A. CERTIFIED TREE WORKER LICENSE NO. #403 ACRT.LINE CLEARING - CERTIFICATION NO. #03268	Vice President General Manager
3.	GUS FRANKLIN	40	STATE CONTRACTOR LICENSE QUALIFIER # C51-D49 ACRT. LINE CLEARING - CERTIFICATION # 03263	President
4.	RENEE MOORING	15	I.S.A. CERTIFIED ARBORIST LICENSE NO. #WE-10452A	AREA SUPERVISOR
5.	ROBERT PILZ	20	I.S.A. CERTIFIED LICENSE NO. #WE-9576A	AREA SUPERVISOR
6.	JOSE TORRES	15	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1601	Crew foreman - Tree trimmer
7.	EVAN WHITMARSH	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 2021L	Tree trimmer
8.	JULIAN JIMENEZ	21	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 446	Tree trimmer
9.	SANTOS RIVERA	18	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 645	Tree trimmer
10.	ATANACIO HERNANDEZ	12	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1964C	Tree trimmer
11.	TONY GOMEZ	13	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1617	Crew foreman - Tree trimmer
12.	LUIS PADILLA	5	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1807	Tree trimmer
13.	IGNAGIO GOMEZ	18	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 1904	Crew foreman - Tree trimmer
14.	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
15.	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
16.	ENRIQUE GUTIERREZ	17	ACRT. LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardener
17.	JOHNNY ATKINS	10	IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519	Turf and irrigation repair/maintenance
18.	LEO RAMIREZ	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/crew foreman/gardener
19.	FLEMON CHAVEZ	19	ACRT. LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Root pruner operator/loader operator
20.	OSCAR DELEON	27	Park Maintenance Supervisor for the City of Long Beach from 1987 to 2014. Certified Landscape Maintenance Specialists	On-site crew manager for South Area Contract
21.	ESTABAN COHETZALITLA	16	ACRT. LINE CLEARING - CERTIFICATION NO. 03038 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/truck driver



International Society of Arboriculture 2014 Membership Certificate and Card

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Welcome to the International Society of Arboriculture. Enclosed you will find information about how to take full advantage of your 2014 ISA membership. As a thank you for your support of the ISA, we have included a coupon for 10% off your next purchase in the ISA web store.

As an ISA member, you receive discounts on educational products, event registrations, certification exam fees, Arborwear and Treesaregood™ apparel, as well as members-only access to the ISA website. Additionally, you receive discounted pricing for courses in the ISA Online Learning Center, an educational portal available 24x7 on the ISA website under the Education and Research tab.

Thank you for joining your arboricultural peers as a member of ISA. We appreciate your support of our organization and mission of making the world better one tree at a time. If you have any questions about your membership or your benefits please contact us at 217-355-9411 or at isa@isa-arbor.com.

ISA is YOUR source for arboricultural information.

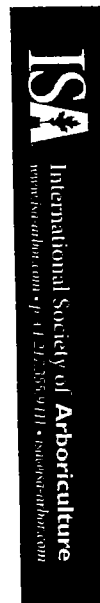
Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

Membership Wallet Card *Tear along the perforated edges and remove this wallet-sized card.*

Professional Member

Gus Franklin

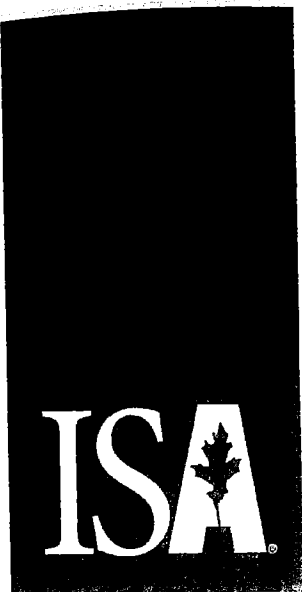
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Member ID: 151905



Gus Franklin

Expires: 12/31/2014
Member ID: 151905

Professional Member



International Society of **Arboriculture**

Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. 165



2014 Membership Certificate and Card

Society of Commercial Arboriculture

A Professional Affiliate of the International Society of Arboriculture

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Welcome to the Society of Commercial Arboriculture, the premiere organization for individuals working in commercial and residential arboriculture throughout the world.

Your membership includes several valuable benefits.

- Receive *SCA Today*, a newsletter full of technical, legal and business management topics designed to help you manage and grow your commercial arboriculture business.
- Be a part of the network of leading commercial arborists throughout the world.
- Attend the annual meeting devoted to topics of concern to the commercial arborist.
- Help support worthwhile projects and tree care related research.

www.sca-trees.org

Membership Certificate *This membership certificate allows you to display your professional affiliation in your home or office. Tear along the perforated edges and remove this 4" x 6" certificate.*

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Expires: 12/31/2014
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Society of Commercial Arboriculture

Commercial Arboriculture

Society of

Expires: 12/31/2014
Member ID: 151905

Gus Franklin

2014 Member





2014 Membership Certificate and Card

Society of Municipal Arborists

A Professional Affiliate of the International Society of Arboriculture

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Thank you for your membership in the Society of Municipal Arborists, the professional voice of municipal arborists and urban foresters worldwide. Your membership connects you to an international network of professionals who create and sustain our community forests.

We invite you to become involved in the many programs and services we offer, including our bi-monthly magazine, *City Trees*, where you can read about community tree programs around the world and submit an article about yours. As a member, you will receive discounted rates to our annual conference and trade show, the Municipal Forestry Institute, and other programs. We have a wide range of committees who advance the work of SMA, and we urge you to contribute your time and talents to one that interests you.

www.urban-forestry.com

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Gus Franklin

Expires: 12/31/2014
Member ID: 151905



Society of Municipal Arborists

Society of Municipal Arborists



2014 Member

Gus Franklin

Expires: 12/31/2014
Member ID: 151905



2014 Membership Certificate and Card

Utility Arborist Association

GUS FRANKLIN
1740 NORTH HILLS DR
LA HABRA CA 90631

Welcome to the Utility Arborist Association, the premiere organization for individuals and companies who provide professional utility arboricultural services. UAA is an organization of people dedicated to enhancing the quality of utility arboriculture. Our members and their employers are committed to educating the public about the professional practice of utility arboriculture through service, research and training.

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

<http://www.utilityarborist.org/>

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Utility Arborist Association

168

Utility Arborist Association



2014 Member

Gus Franklin

Expires: 12/31/2014
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ERIC FRANKLIN
120 E LA HABRA BLVD STE 107
LA HABRA CA 90631

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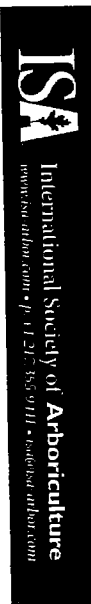
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Professional Member

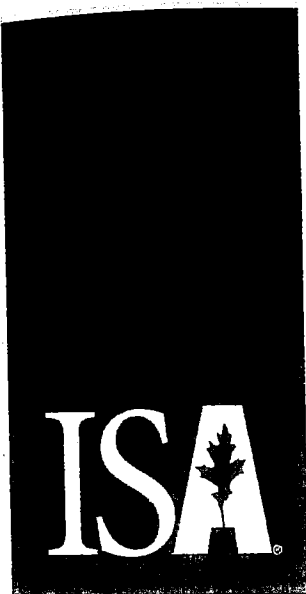
Eric Franklin

Expires: 12/31/2014
Member ID: 20180



Eric Franklin
Expires: 12/31/2014
Member ID: 20180

Professional Member



International Society of **Arboriculture**

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2014 Membership Certificate and Card

Utility Arborist Association

ERIC FRANKLIN
120 E LA HABRA BLVD STE 107
LA HABRA CA 90631

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<http://www.utilityarborist.org/>

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Membership Wallet Card *Tear along the perforated edges and remove this wallet-sized card.*

2014 Member

Eric Franklin

Expires: 12/31/2014
Member ID: 20180



Utility Arborist Association
170



2014 Member

Eric Franklin

Expires: 12/31/2014
Member ID: 20180

Utility Arborist Association

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.

Jim Shiera, Executive Director
International Society of Arboriculture

WE-2158AU	Sep 18, 1999	Jun 30, 2013
Certification 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.

Certification Board Chair
International Society of Arboriculture

A handwritten signature in black ink.

Jim Shiera, Executive Director
International Society of Arboriculture

WE-0801AU	Nov 15, 2008	Jun 30, 2014
Certification 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 be 'J. Shiera'.

Jim Shiera, Executive Director
International Society of Arboriculture

WE-2158AU	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 be 'J. Shiera'.

Jim Shiera, Executive Director
International Society of Arboriculture

WE-0905A	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 abobe named is hereby recognized as an ISA Certified Arborist

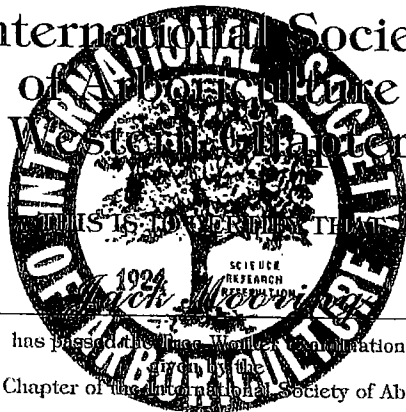
Christina Smith Chan
International Society of Arboriculture

Jon Skarda
Executive Director
International Society of Arboriculture

WE-0001AU Jan 12, 2008 Jun 30, 2014
Certificate Number Expiration Date

Certified Tree Worker

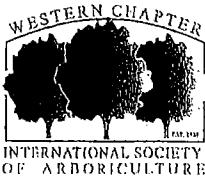
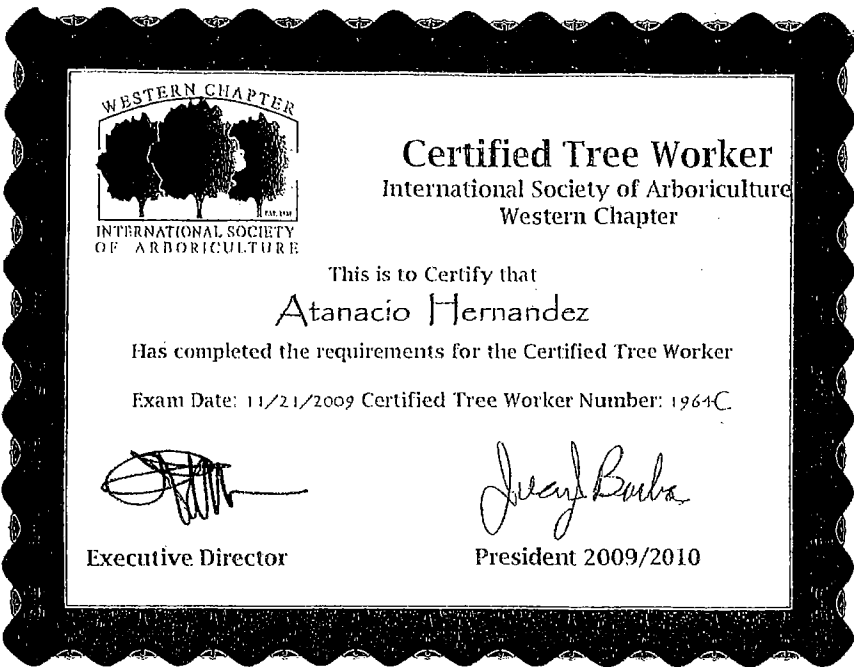
**International Society
of Arboriculture
Western Chapter**



has passed the Tree Worker Examination given by the Western Chapter of the International Society of Arboriculture
Date Passed: June 27, 1992 Tree Worker #403

Michael T. McQuay
Certification Committee

Ronald A. Moore
President

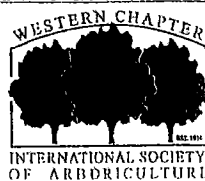
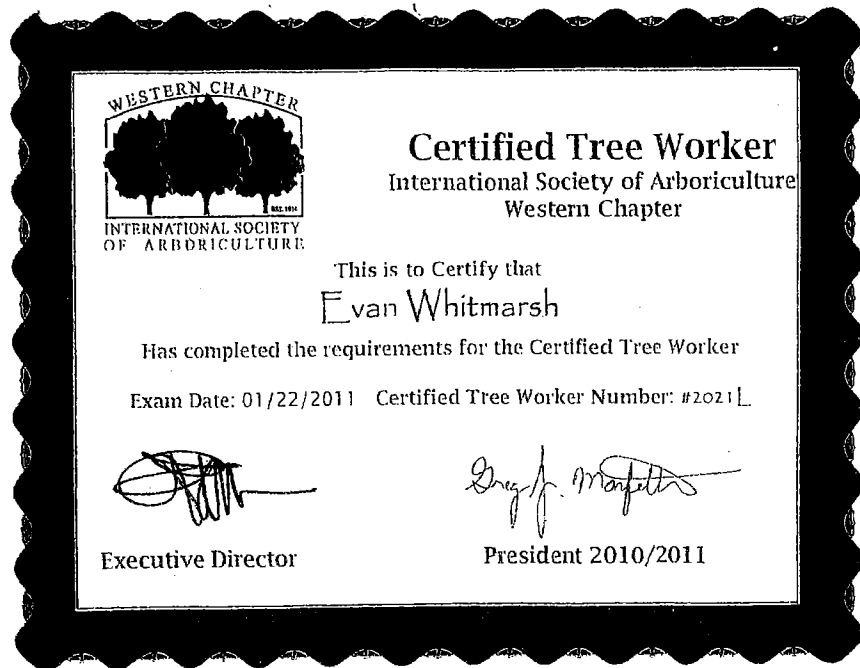


Certified Tree Worker
International Society of Arboriculture
Western Chapter

This is to Certify that
Atanacio Hernandez
Has completed the requirements for the Certified Tree Worker
Exam Date: 11/21/2009 Certified Tree Worker Number: 1964C.

Executive Director

President 2009/2010



Certified Tree Worker
International Society of Arboriculture
Western Chapter

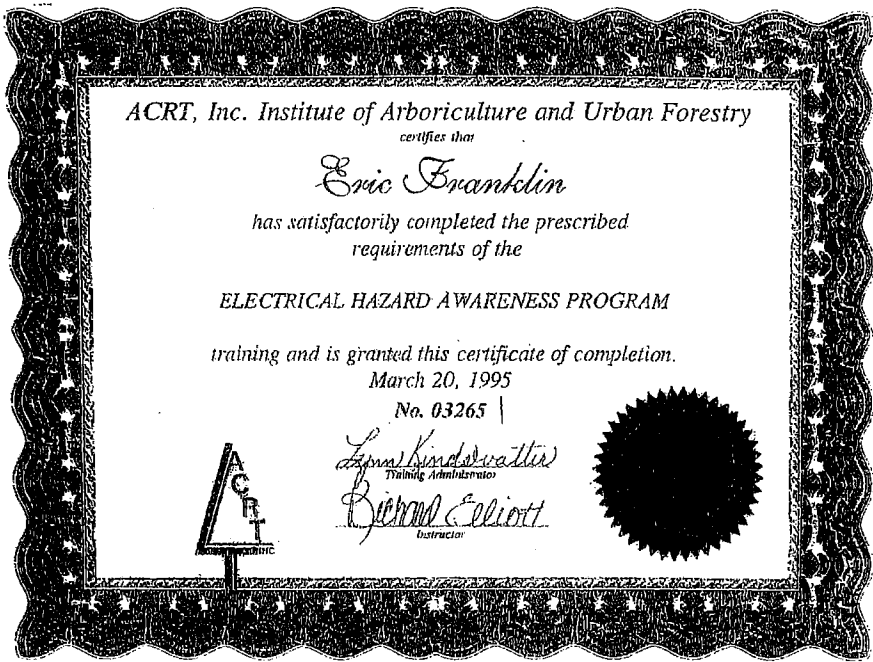
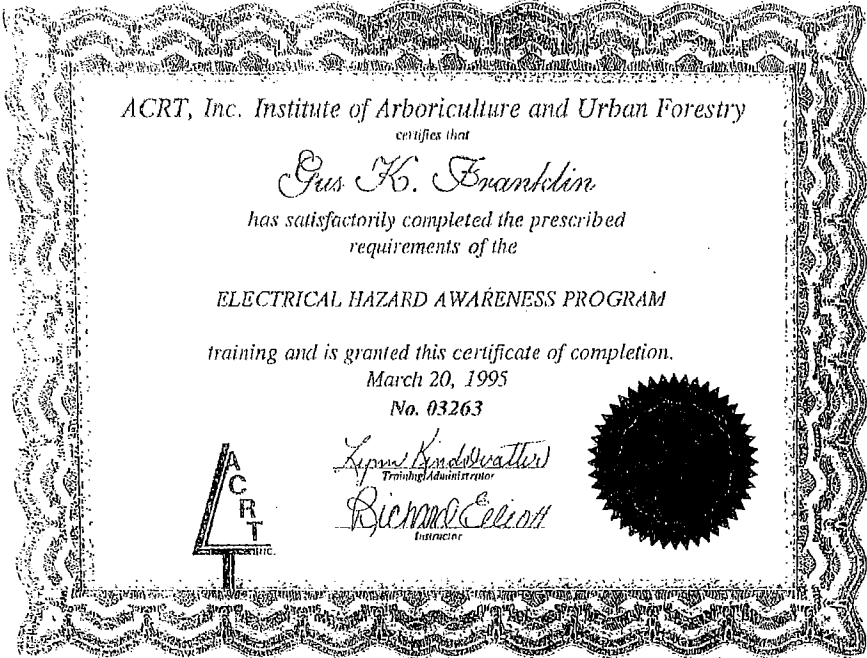
This is to Certify that
Evan Whitmarsh
Has completed the requirements for the Certified Tree Worker
Exam Date: 01/22/2011 Certified Tree Worker Number: #2021L

Executive Director

President 2010/2011







ACRT, Inc. Institute of Arboriculture and Urban Forestry
certifies that

Jack Mooring

has satisfactorily completed the prescribed
requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.

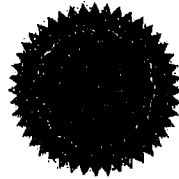
March 20, 1995

No. 03268 |



Lynne Kindersatter
Training Administrator

Richard Elliott
Instructor



ACRT, Inc. Institute of Arboriculture and Urban Forestry
certifies that

Antonio Gomez

has satisfactorily completed the prescribed
requirements of the

ELECTRICAL HAZARD AWARENESS PROGRAM

training and is granted this certificate of completion.

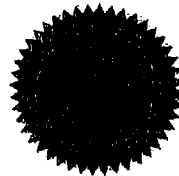
March 20, 1995

No. 03267 |



Lynne Kindersatter
Training Administrator

Richard Elliott
Instructor



State of California
Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

UNITED PACIFIC SERVICES INC



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

C27 - LANDSCAPING
 D49 - TREE SERVICE
 HIC - HOME IMPROVEMENT CERTIFICATION

Witness my hand and seal this day,

January 30, 2001

Issued January 29, 2001

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

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



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

16-24 (REV. 4/98) 0707-94 2/99-03

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:

GUS KIT 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

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



[Signature]
 Acting Registrar of Contractors
 694543
 License Number

16-24 (REV. 4/98) 0707-94 0/99-03

(ASCA)

Registered Consulting Arborist

Lisa Smith No. 464

Expires 12/15/2012

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 abobe named is hereby recognized as an ISA Certified Arborist®

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

J. M. Shiera
Jim Shiera, 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. Glenn

Certification Board, Chair
International Society of Arboriculture

[Signature]

Jim Skiera, 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

Jul 29, 1995

Jun 30, 2016

Certificate Number

Certified Since

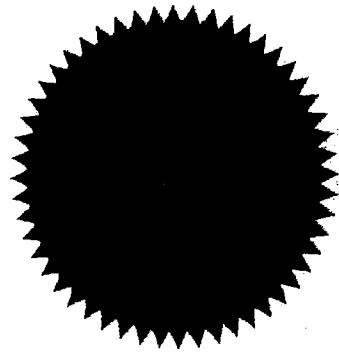
Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™

Renee Lucille Mooring

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture,

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



Jim Skibara, Executive Director
International Society of Arboriculture

Skip Kwan

Certification Board, Chair
International Society of Arboriculture

WE-10452A Jun 26, 2014 Jun 30, 2017

Certification Number

Certified Since

Expiration Date

International Society of Arboriculture

Certified Arborist™

Robert William Pilz

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. Skiera

Certification Board, Chair
International Society of Arboriculture

J. Skiera

Jim Skiera, Executive Director
International Society of Arboriculture

WE-9676A Feb 10, 2012 Jun 30, 2015
Certificate Number Certified Since Expiration Date


UNITED PACIFIC SERVICES, INC.

Thirty-four (34) Government Endorsement Signatures and Fifty (50) Letters of Recommendation

(YEAR 2012)

(YEAR 2004)

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 estimates for 85 municipalities and county agencies of a value exceeding \$97,000,000 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 TREE MAINTENANCE 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
562.537.2400
Anna Malyk
Theresa Moraca, Park Maintenance Supervisor
- 2.) City of Riverside
951.945.4217
Dean P. Buda
Dean P. Buda, Parks & Landscaping Maint. Superintendent
- 3.) City of Hawthorne
310.961.1600
Lawrence P. ...
Lawrence P. ..., City Supervisor
- 4.) County of Riverside
951.945.4200
Walt ...
Walt ..., Maintenance Supervisor
- 5.) City of Fountain Valley
714.961.6000
Mike A. Schwab
Mike A. Schwab, General Services Manager
- 6.) County of Riverside
951.945.4200
Mark ...
Mark ..., Landscaping Maint. District (LMD) Supervisor
- 7.) City of Long Beach
562.537.2400
Debra ...
Debra ..., City Manager
- 8.) County of Los Angeles
310.861.8116
Neil ...
Neil ..., City Supervisor
- 9.) City of Joplin Valley
951.945.4200
Richard ...
Richard ..., City Supervisor
- 10.) City of Fullerton
714.961.6000
Bob ...
Bob ..., Public Works Manager

UNITED PACIFIC SERVICES, INC.
EVALUATION REPORT



The following Government 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 - Fair - Satisfactory - Good - Excellent


Ten Government Endorsement Signatures
January of 2004

Agency	1	2	3	4	5	6	7	8	9	10
	Poor	Fair	Satisfactory	Good	Excellent					
1.) Oscar De Leon 562.537.2400 City of Long Beach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
2.) Rene Sanchez 310.961.8116 County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
3.) Gary Striker 310.961.8116 City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
4.) Larry Whitmer 310.961.8116 City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
5.) Tony Tajalli 310.961.8116 County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
6.) Dave Brackin 951.945.4200 County of San Bernardino	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
7.) Del Ortega 310.961.8116 County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
8.) John Omlin 310.961.8116 City of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
9.) Saferd Straub 310.961.8116 State of California	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
10.) Jose Gutierrez 310.961.8116 County of Los Angeles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					

(YEAR 1977 - 2008)

(YEAR 1981)

UNITED PACIFIC SERVICES, INC.
FIFTY (50) LETTERS
OF RECOMMENDATION
Gus K. Franklin
1977 to 2008



The following letters of recommendation were received in a 31 year period of completing over \$46,000,000 in governmental contracts for 70 municipalities, 7 California Counties and the State of California (California) from 1977 to 1981 all governmental contracts were completed under the direction and supervision of Gus K. Franklin and represent an excellent record of accomplishments in completing, tree, landscape and Wood maintenance contracts on time and to specifications in the State of California. Upon request these letters will be made available.

AGENCY RECOMMENDATION DATE

1.) Alameda County	1978
2.) City of Alameda	1978
3.) Contra Costa County	1978
4.) City of Fremont	1978
5.) City of Hayward	1978
6.) City of Livermore	1978
7.) City of Oakland	1978
8.) City of San Francisco	1978
9.) City of San Jose	1978
10.) City of San Mateo	1978
11.) City of Santa Clara	1978
12.) City of Santa Cruz	1978
13.) City of Sunnyvale	1978
14.) City of Union City	1978
15.) City of Walnut Creek	1978
16.) City of West Contra Costa	1978
17.) City of Westgate	1978
18.) City of Yuba	1978
19.) City of Yuba	1978
20.) City of Yuba	1978
21.) City of Yuba	1978
22.) City of Yuba	1978
23.) City of Yuba	1978
24.) City of Yuba	1978
25.) City of Yuba	1978
26.) City of Yuba	1978
27.) City of Yuba	1978
28.) City of Yuba	1978
29.) City of Yuba	1978
30.) City of Yuba	1978
31.) City of Yuba	1978
32.) City of Yuba	1978
33.) City of Yuba	1978
34.) City of Yuba	1978
35.) City of Yuba	1978
36.) City of Yuba	1978
37.) City of Yuba	1978
38.) City of Yuba	1978
39.) City of Yuba	1978
40.) City of Yuba	1978
41.) City of Yuba	1978
42.) City of Yuba	1978
43.) City of Yuba	1978
44.) City of Yuba	1978
45.) City of Yuba	1978
46.) City of Yuba	1978
47.) City of Yuba	1978
48.) City of Yuba	1978
49.) City of Yuba	1978
50.) City of Yuba	1978

City Endorsement Signatures
Gus K. Franklin
1981

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, 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.

Signatures:

1. CITY OF GARDEN GROVE
Robert ...
2. CITY OF YORBA LINDA
Richard ...
3. CITY OF CARSON
Harold ...
4. CITY OF SANTA ANA
John ...
5. CITY OF LYNNWOOD
Tom ...
6. CITY OF FOUNTAIN VALLEY
David ...
7. CITY OF LA HABRA
Manuel ...
8. CITY OF LOS ANGELES
Neil ...
9. CITY OF FULLERTON
John ...
10. CITY OF WHITTIER
James ...
11. CITY OF PARAMOUNT
Ray ...
12. CITY OF SAN FERNANDO
David ...
13. CITY OF SO. EL MONTE
John ...
14. CITY OF BUENA PARK
John ...

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 Prophet

Scott Prophet - 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 Prophet

Scott Prophet - 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 Prophet, President
North American Training Solutions
November 16 2012

Date of Issue




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 Prophet, President
North American Training Solutions
November 16 2012

Date of Issue



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

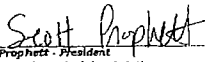
CERTIFICATE OF TRAINING

This Certificate recognizes

Esteban Cohetzaltitia

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

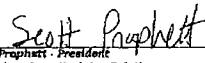
CERTIFICATE OF TRAINING

This Certificate recognizes

Leo Ramirez

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

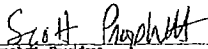
CERTIFICATE OF TRAINING

This Certificate recognizes

Juan Carlos Manzo

For successfully completing the
North American Training Solutions Workshop

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



Scott Prophett - President
North American Training Solutions
November 16 2012

Date of Issue



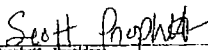
CERTIFICATE OF TRAINING

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 Prophett - President
North American Training Solutions
November 16 2012

Date of Issue



CERTIFICATE OF TRAINING

This Certificate recognizes

Luis Gaona

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

Jorge Gaona

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

Luis Gaona

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

Peter Bernal

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

Jorge Gaona

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

Eloy Zuniga

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

Jorge Torres

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



TRAINING SOLUTIONS

CERTIFICATE OF TRAINING

This Certificate recognizes

Felix Marcos

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



TRAINING SOLUTIONS

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

Scott Prophet - President
North American Training Solutions

November 16th 2012
Date of Issue



IN THE FIELD
TRAINING SOLUTIONS

CITY OF LA HABRA - 1998

Dexter street



Government Contracts Completed / Color Pictures

City of
HIGHLAND
Inc. 1987



January 9, 2004

27215 Base Line
Highland, CA 92346
(909) 864-6861
(909) 862-3180 FAX
www.ci.highland.ca.us

City Council

Mayor
Brad Sundquist

Mayor Pro-Team
Ray Rucker, Jr.

Steve Graves
Larry McCallon
John Timmer

City Manager
Sam J. Racadio

To Whom It May Concern:

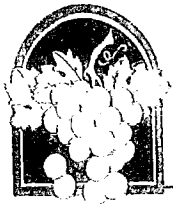
United Pacific Services, Inc. has provided contract tree trimming/removal services for the City of Highland since April 2001. Mr. Gus Franklin, owner of United Pacific Services has been affiliated with the City and its tree trimming program since March of 1995. Mr. Franklin was very instrumental in assisting the City with our tree trimming orders, recommendations on removals, and has excellent public relations skills with residents.

The City competitively bids its tree trimming services on an annual contract with five one-year renewal clauses. In 2001 the City rebid the contract and Mr. Franklin, d.b.a. United Pacific Services, Inc. was again awarded the contract and the City has subsequently renewed it annually. The City has had a very positive working relationship with Mr. Gus Franklin and his staff for several years.

If you need any additional information please feel free to contact me at (909)864-8732 extension 216.

Sincerely,

Larry M Williams
Public Works Manager



RANCHO
CUCAMONGA

THE CITY OF RANCHO CUCAMONGA

Mayor
DONALD J. KURTH, M.D.

Mayor Pro Tem
L. DENNIS MICHAEL

Councilmembers
REX GUTTERREZ
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

Construction & Maintenance Division

Room 161

500 Fish 'A' Street

Post Office Box 700

January 12, 2004

Westingler, CA 90748-0700

Tel 310 732-3550

Fax 310 804-8248

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. Mahan, Mayor
City of Los Angeles

Board of Harbor
Commissioners

Nicholas G. Tonosich, President

Edward L. Vito, President

James E. Anagnost

Gamika T. Kozal

Thomas H. Warren

Larry A. Keller
Executive Director

An Affirmative Action/
Equal Opportunity Employer

Recycled and Recyclable



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

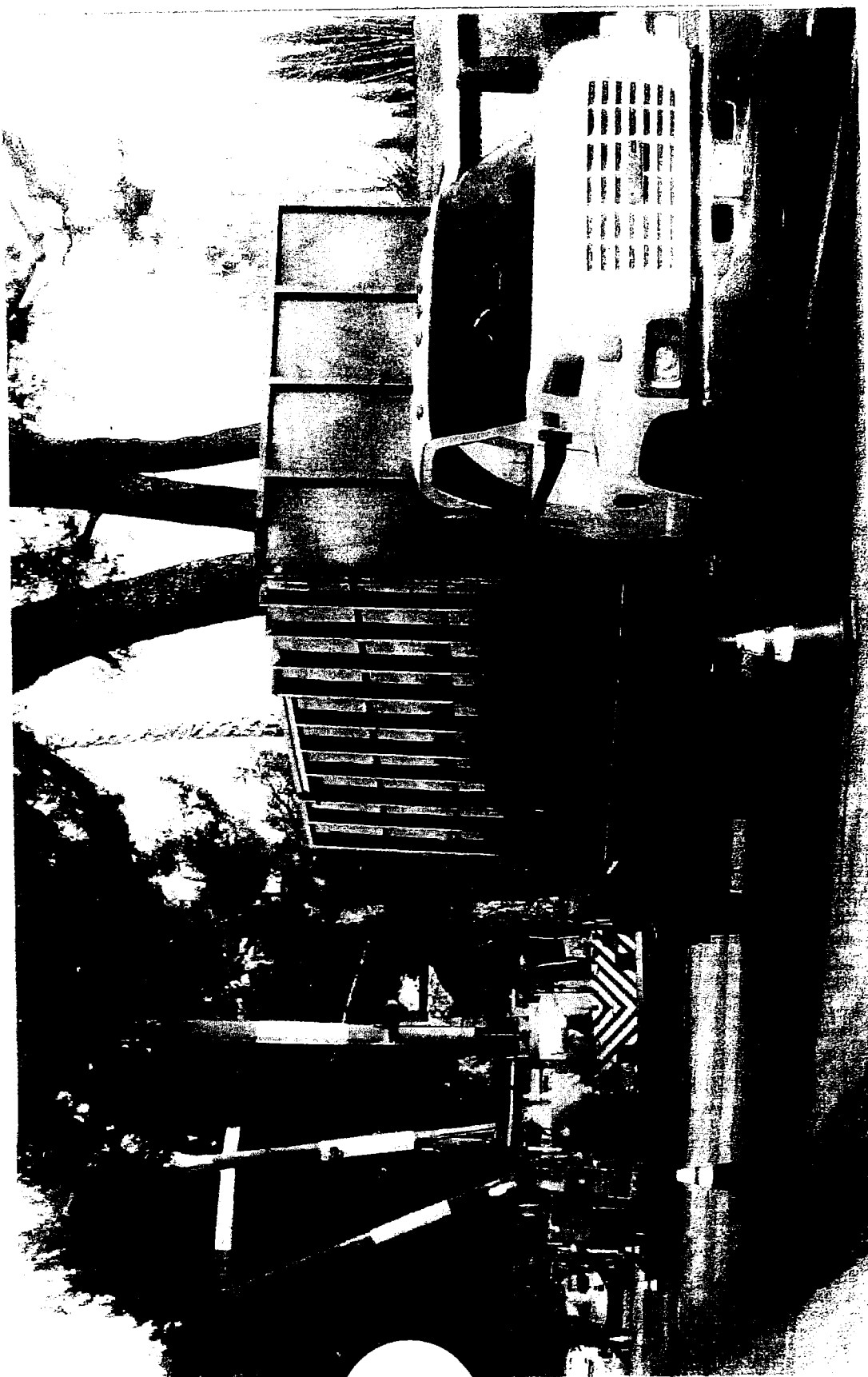
KP:RS:ms

SE:ECORDEV:EVENTS Earth Day 2010 Earth Day Thank You Letter

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



CITY OF SANTA CLARITA
YEAR 2009



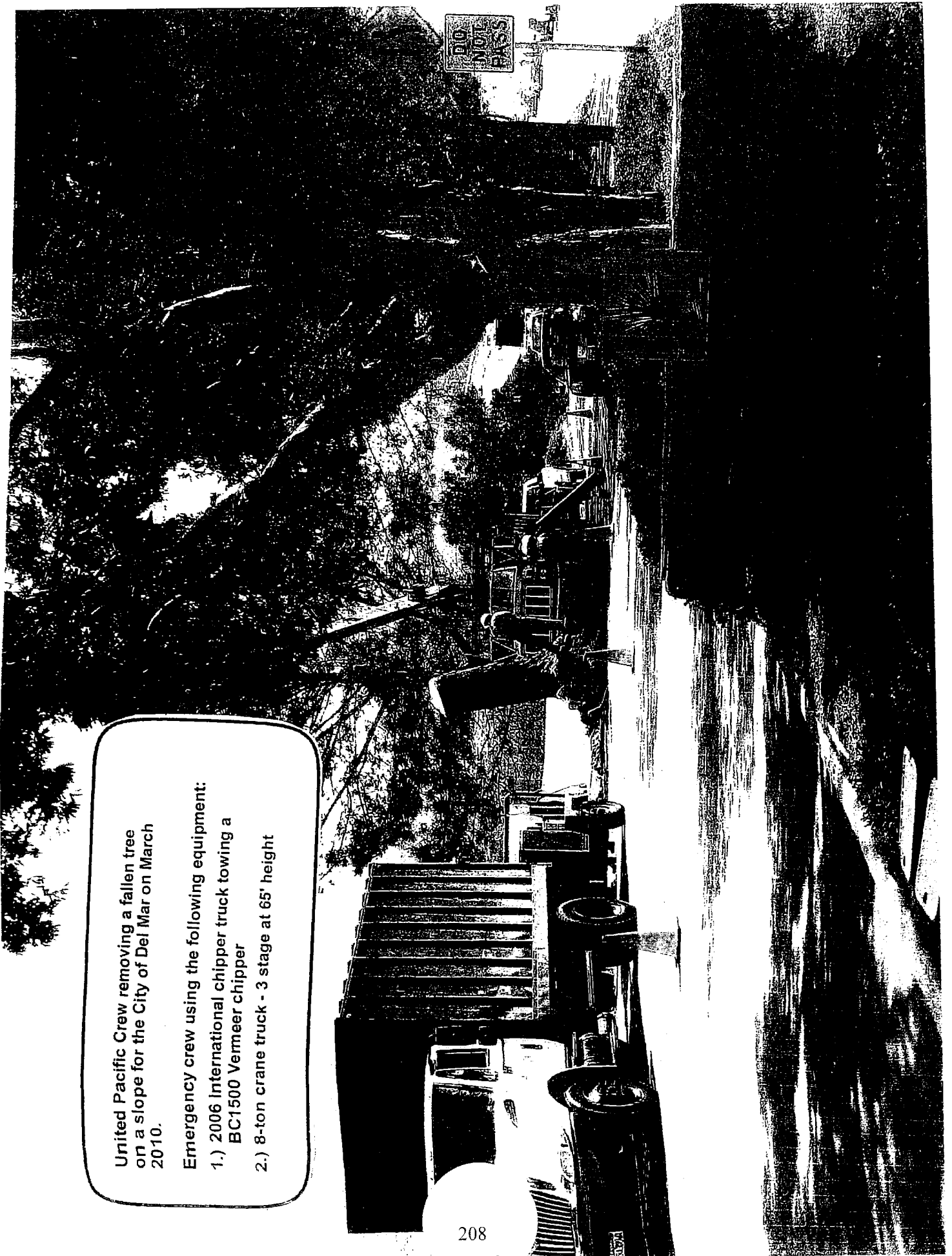
CITY OF RANCHO CUCAMONGA
YEAR 2009



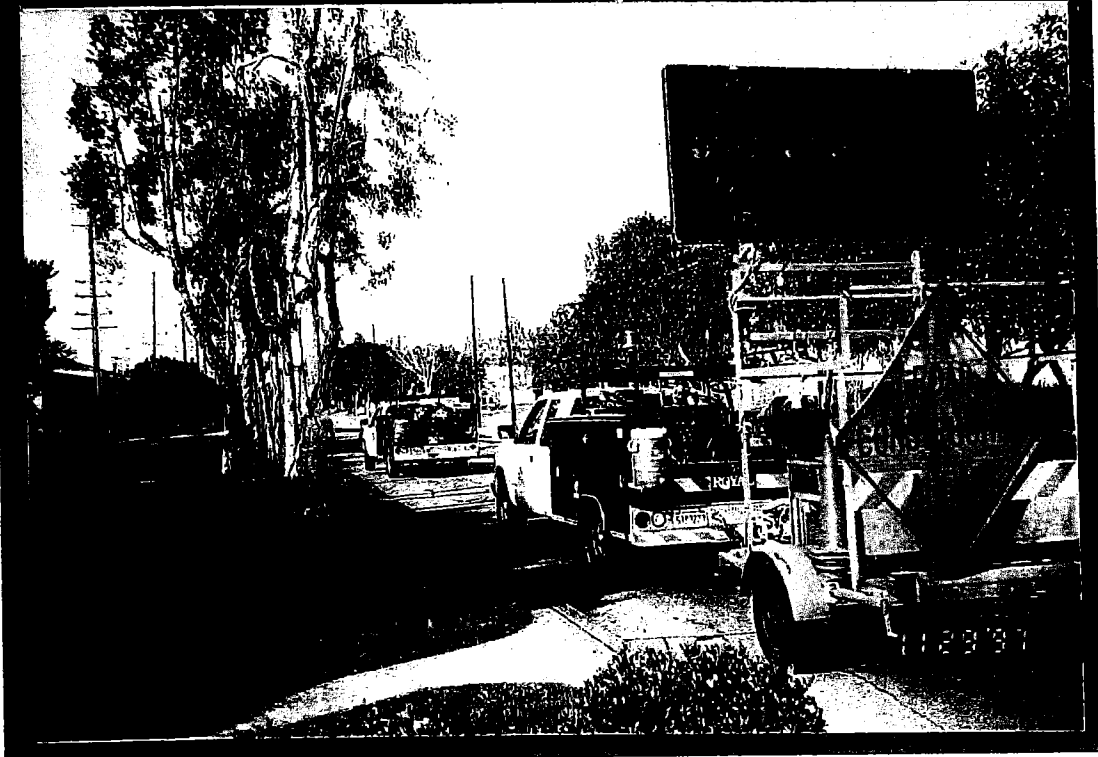
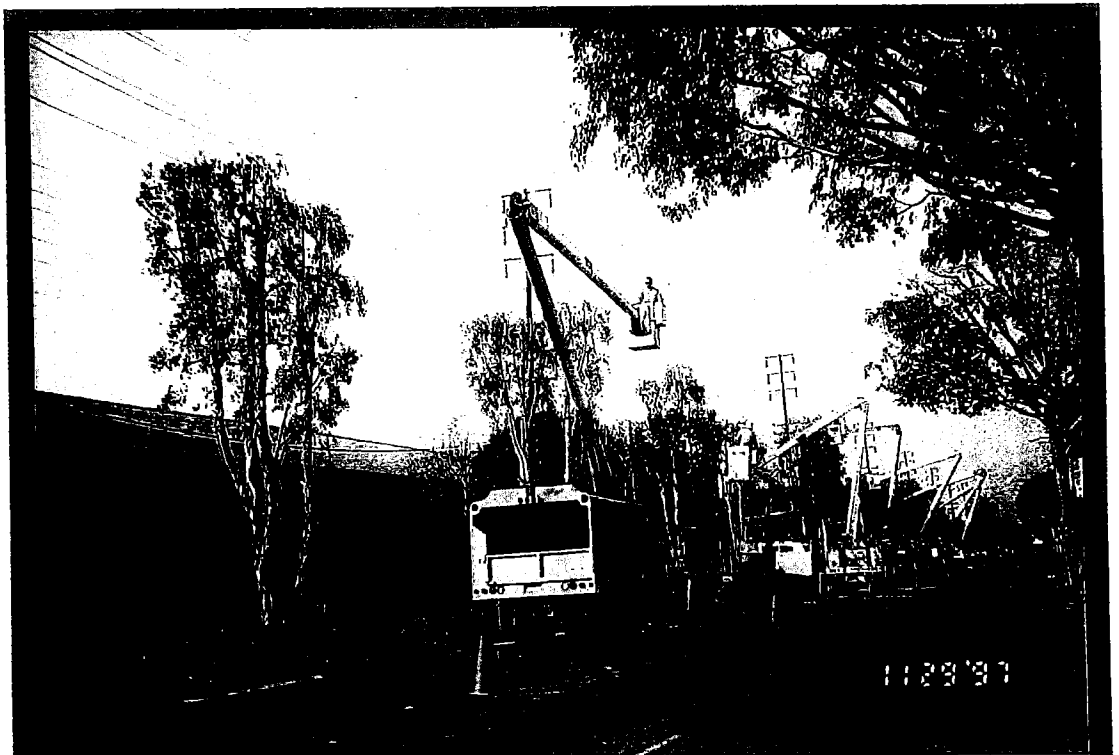
United Pacific Crew removing a fallen tree on a slope for the City of Del Mar on March 2010.

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



CITY OF COMMERCE - November 29, 1997



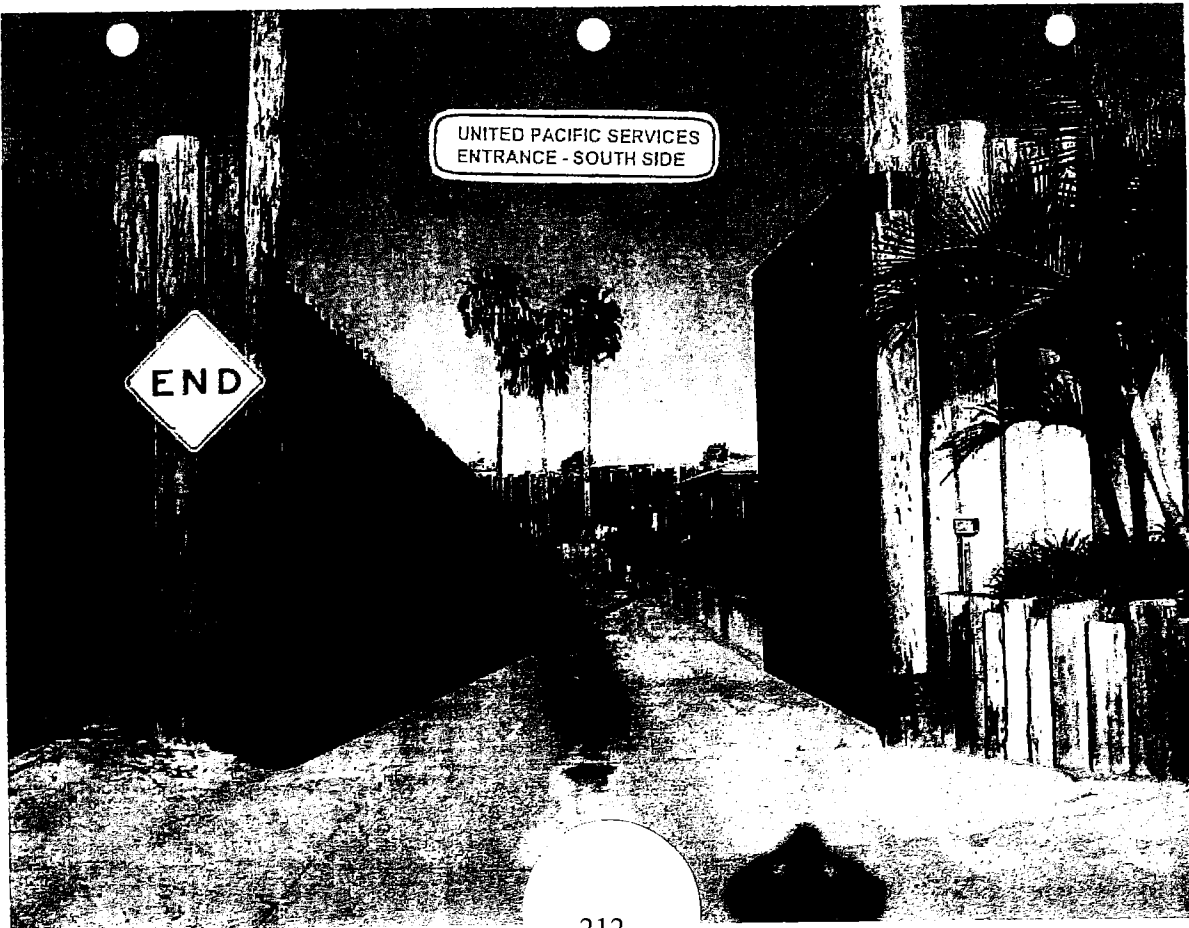
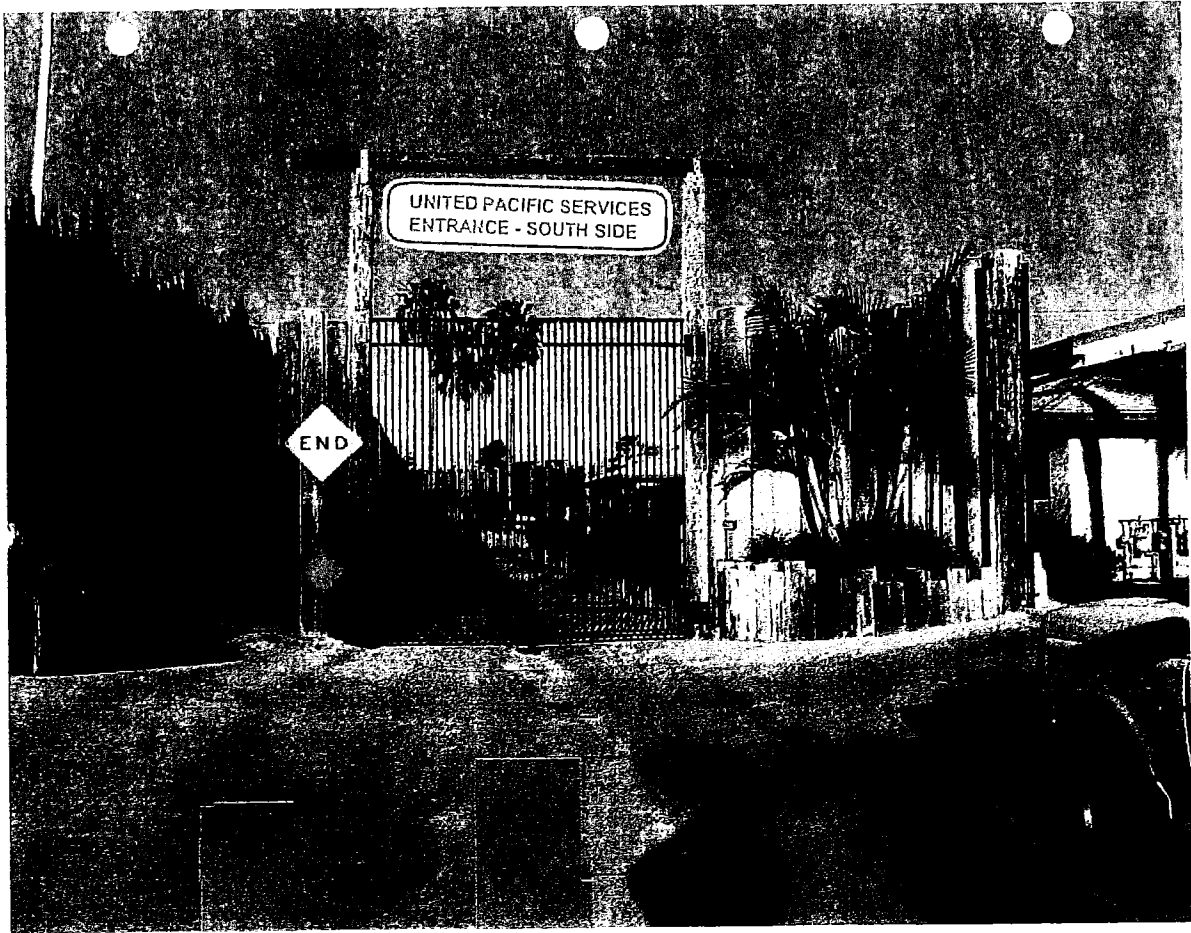
CITY OF REDONDO BEACH

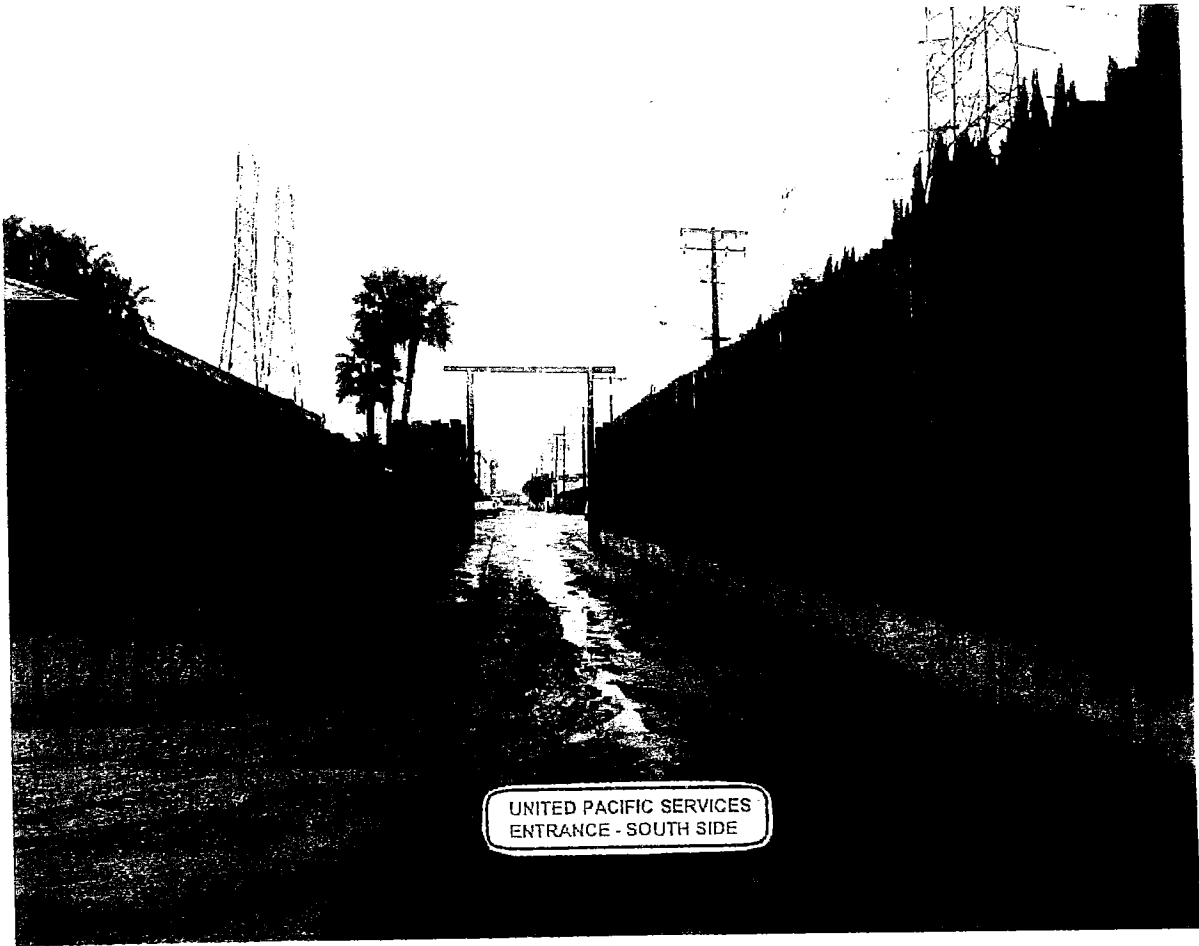
AUGUST 2014



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

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



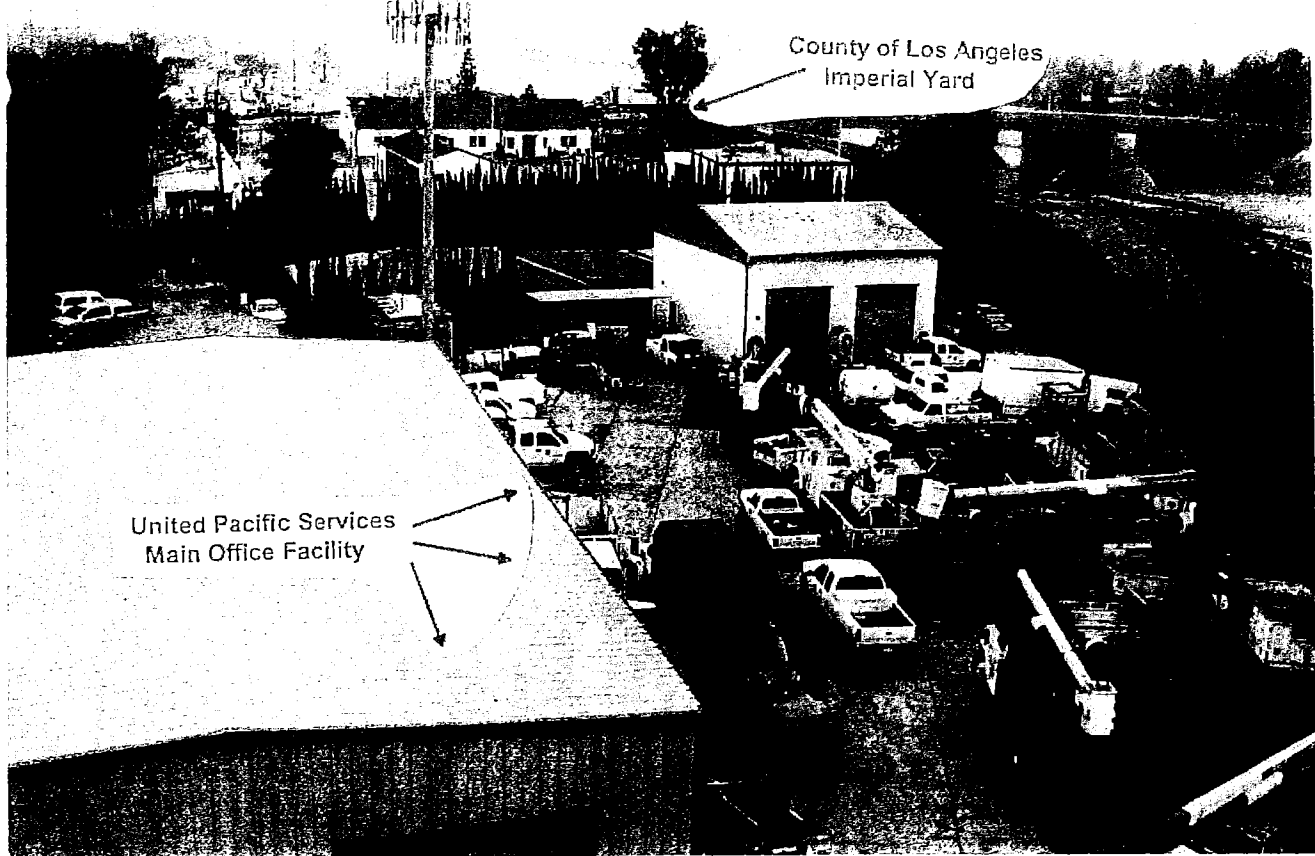


UNITED PACIFIC SERVICES
ENTRANCE - SOUTH SIDE



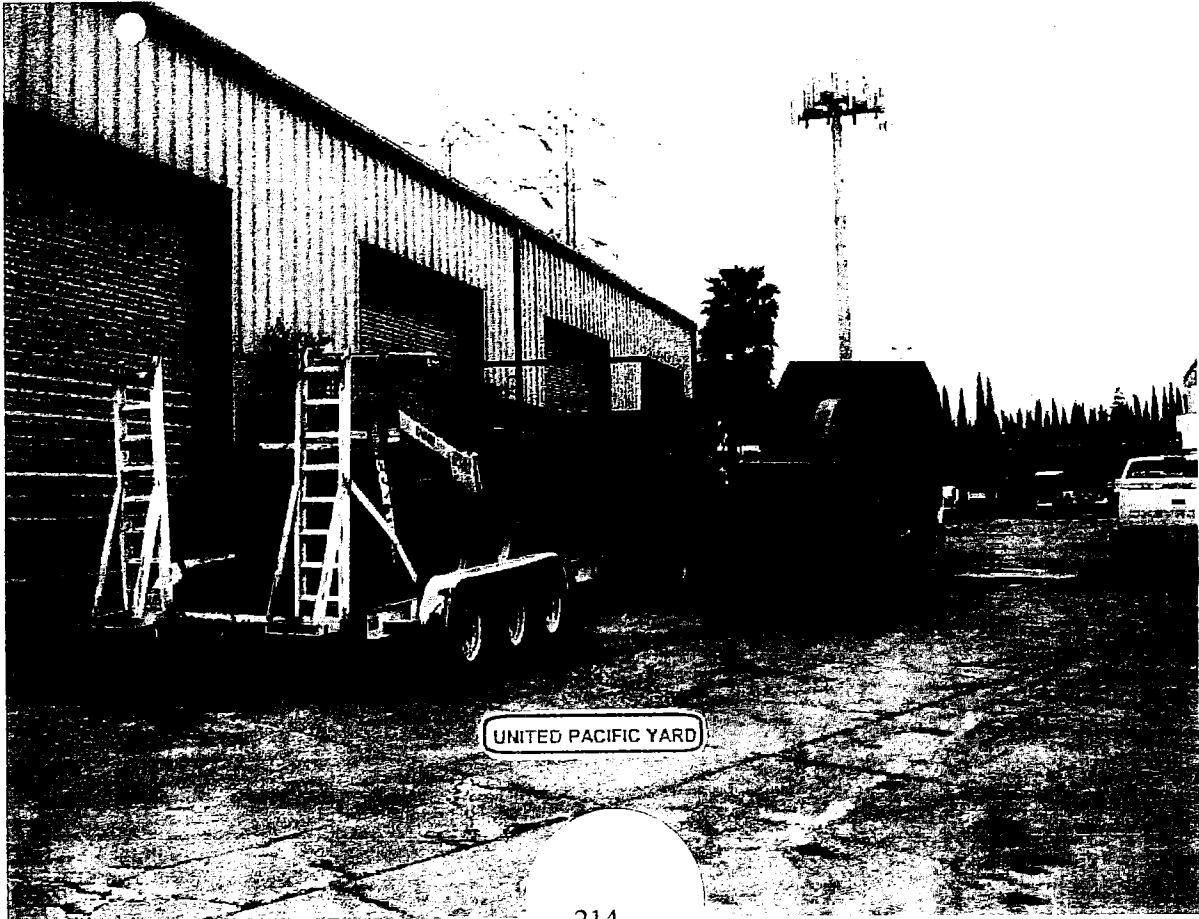
SOUTH PATIO AREA

UNITED PACIFIC YARD
OFFICE - AERIAL VIEW

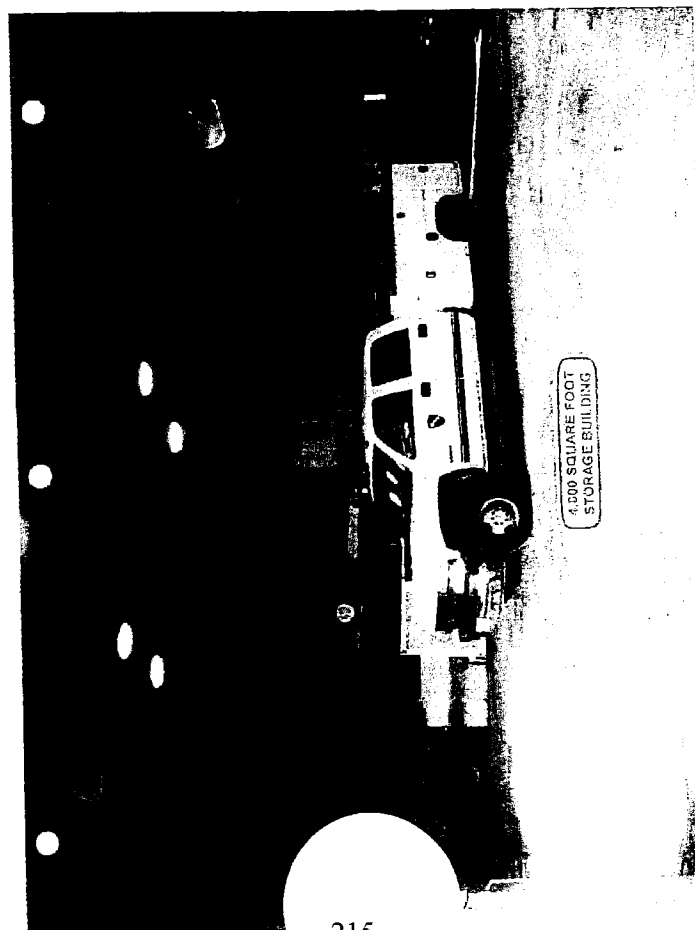


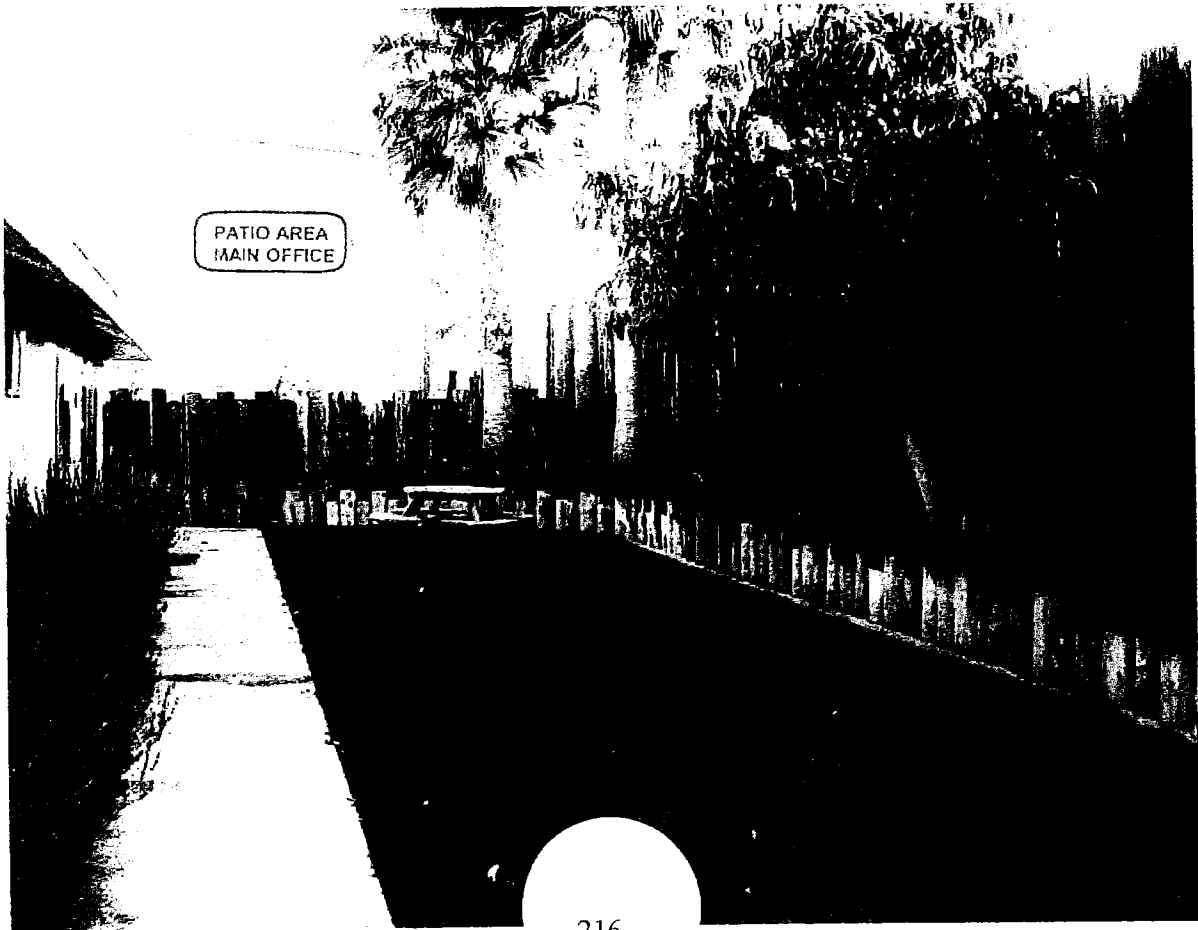
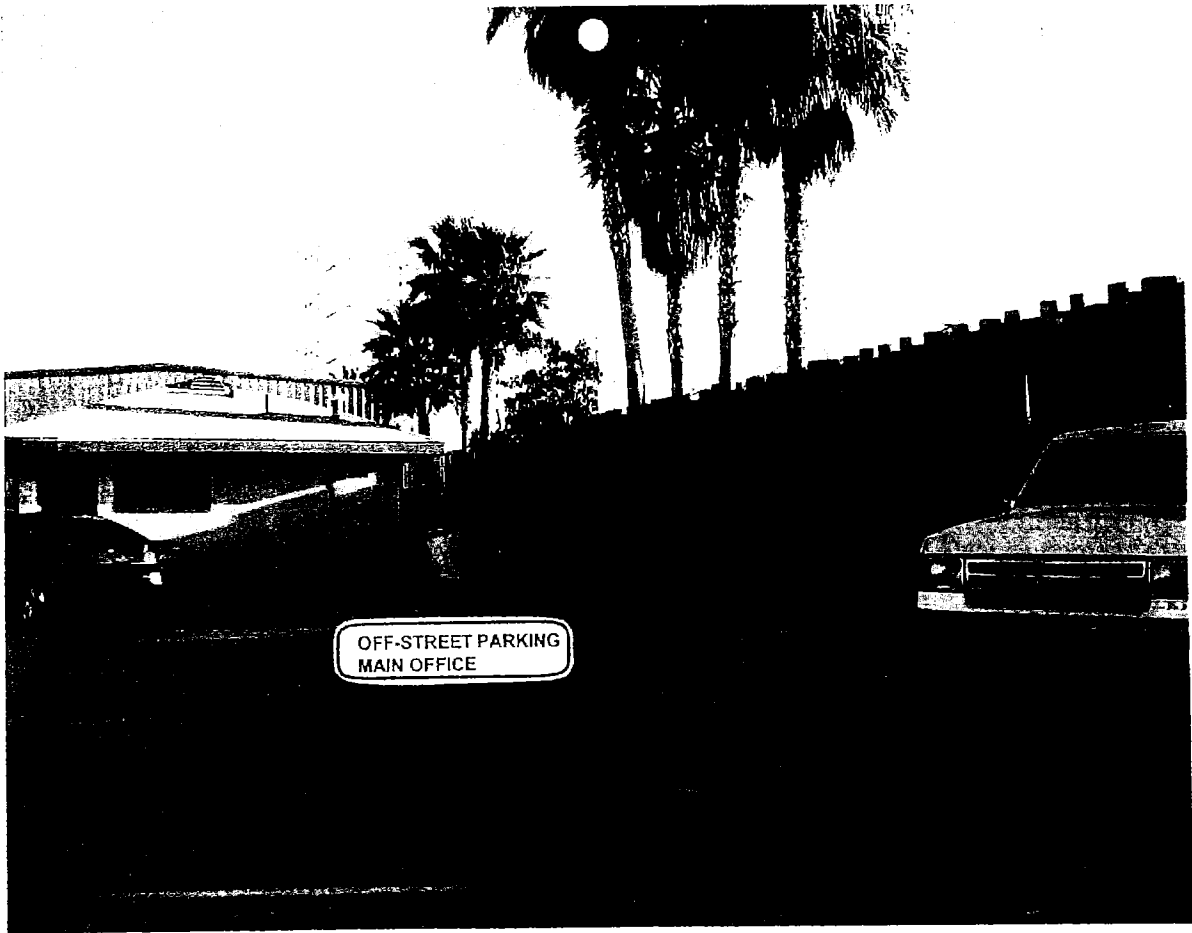
United Pacific Services
Main Office Facility

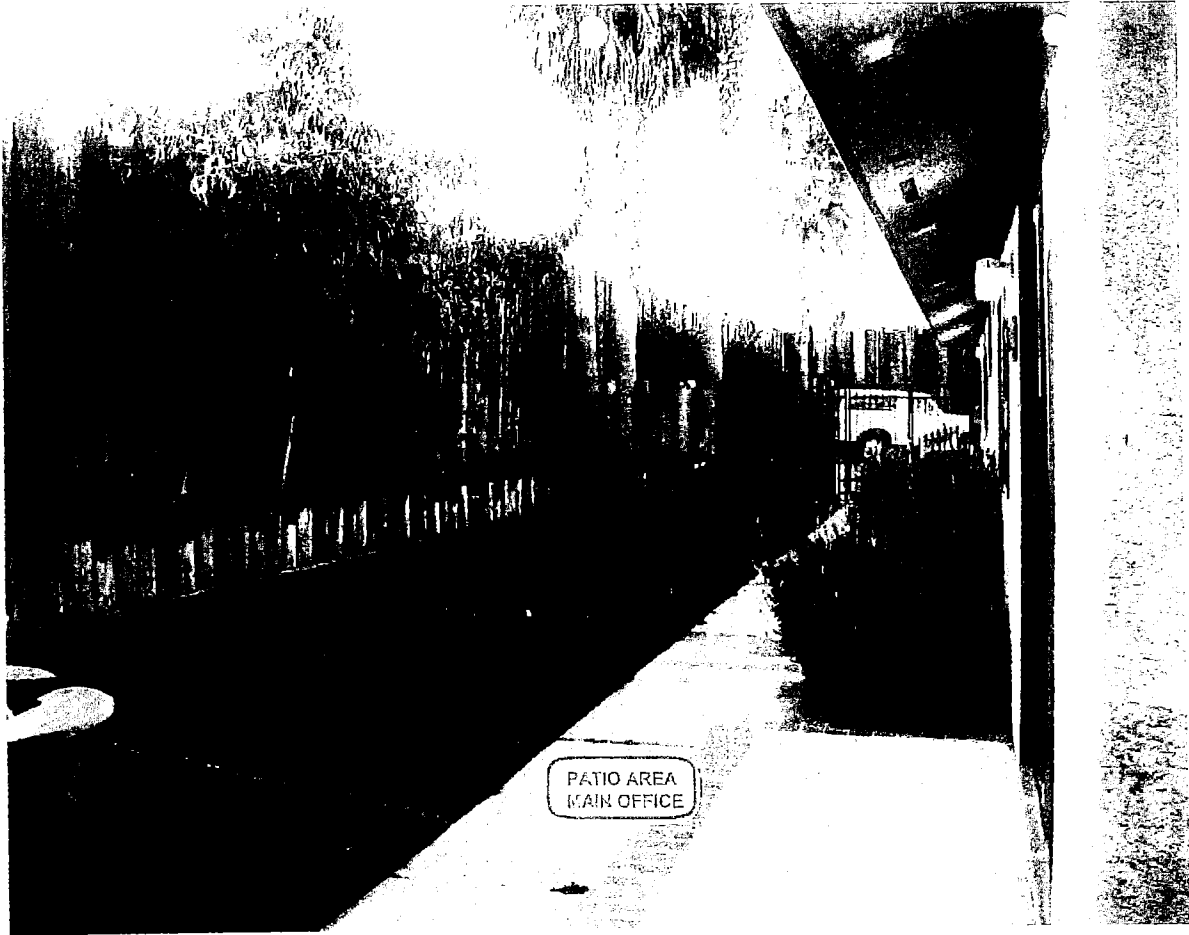
County of Los Angeles
Imperial Yard

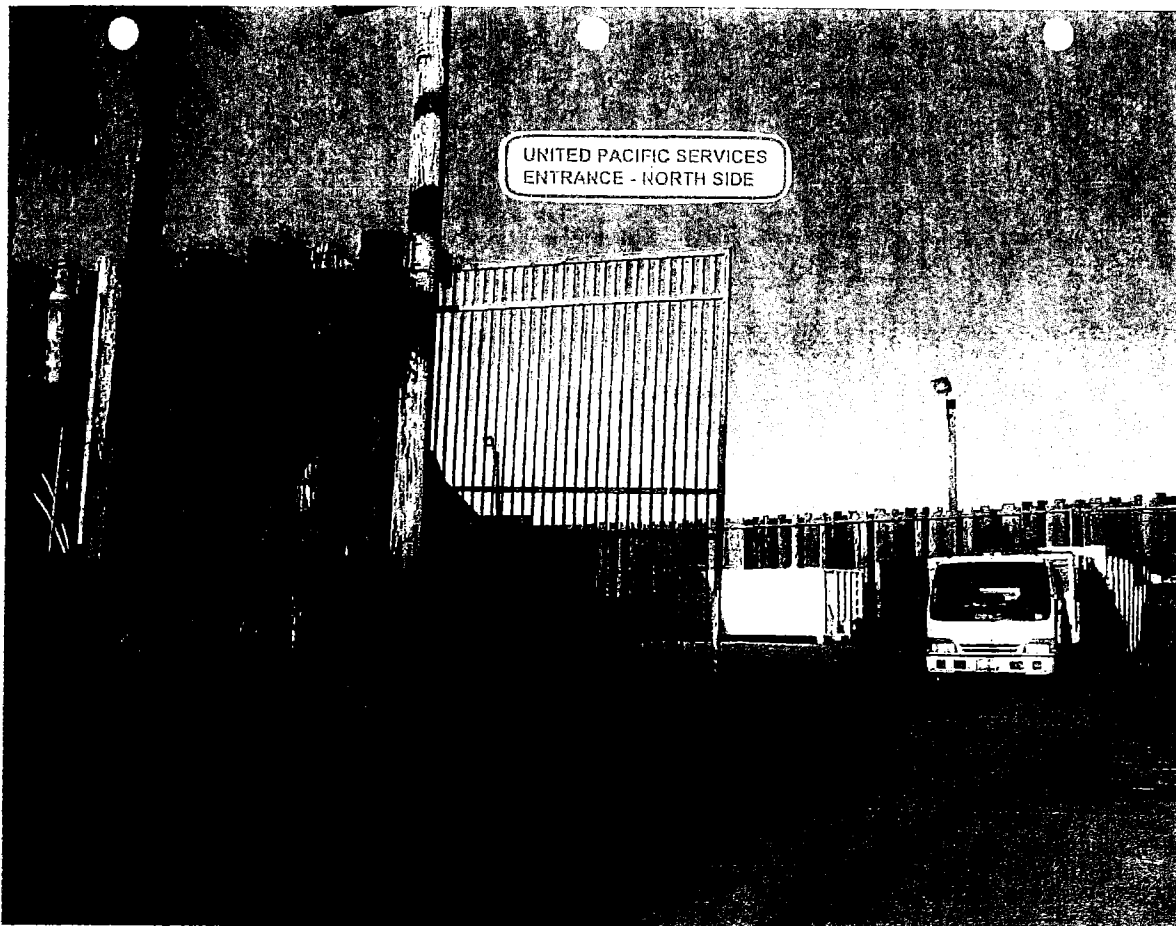


UNITED PACIFIC YARD









Safety Program

Certificates of Safety Management

First Aid / CPR Certifications

United Pacific Services, Inc.

Safety Program

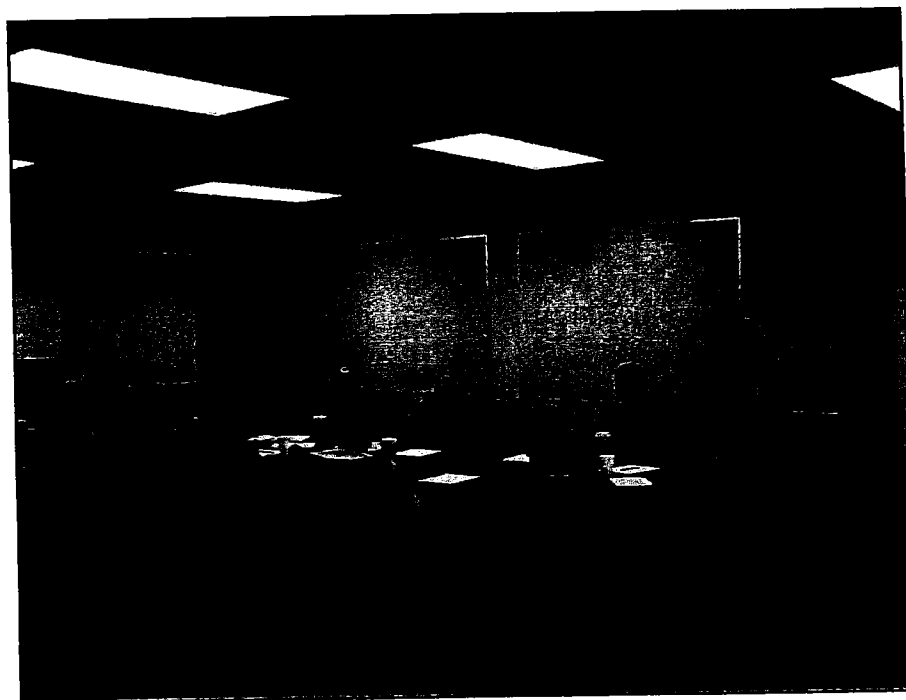
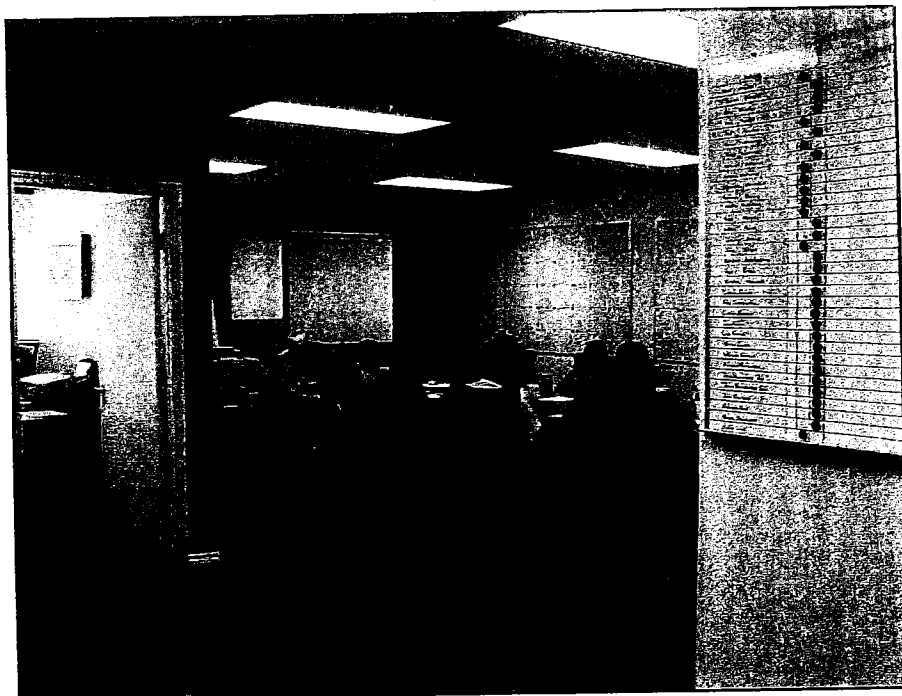
United Pacific Services, Inc. (UPS) mandates that all employees must be Certified by the National Arborist Association or its Equivalent and Certified in Cardiopulmonary Resuscitation and Emergency Cardiac Care "CPR". This Certification was created by the National Arborist Association with input from 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.

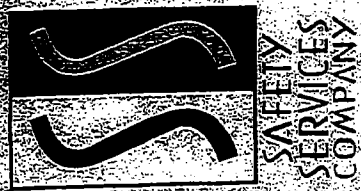
- ◆ *The majority of the employees of UPS have completed training thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry and thru the I.S.A. Safety Training Program and are Certified to meet the Federal CAL-OSHA regulation.*

SAFETY PROGRAMS.

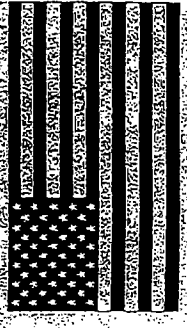
1. Injury and Illness Prevention Safety Program - (see enclosed safety manual)
2. Weekly Tailgate Safety Meetings - (all crews including management staff)
3. Apprenticeship Training Programs - (first and third Saturday of each month)
4. Continuous training thru the ACRT., Inc. Institute of Arboriculture 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





CERTIFICATE OF RECOGNITION



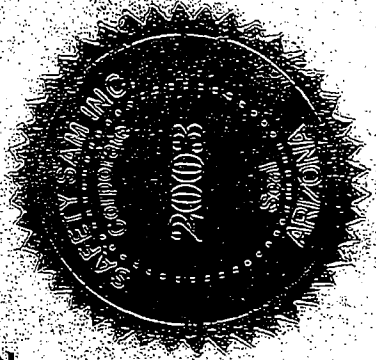
This certificate of recognition is awarded to

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 DIGGINSON, 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.stsosha.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

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

Frank J. Pedraza

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

Course Director:

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:

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

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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.stsosh.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

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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.stsasha.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:

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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.stsosh.com



**Safety
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Specialists, Inc.**

presents this certificate to:

Antonio Gomez Jr.

employee of United Pacific Services, Inc.
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Principles of Safety Management for Supervisors

in compliance with
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Frank J. Pedraza

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

Course Director:

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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:

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:

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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

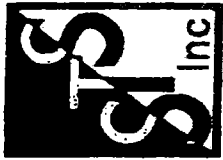
Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.sfsosha.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
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and Safety -- American Red Cross -- American Heart
Association -- State of California CSTHAZMAT

Mariano Kramer

Instructor / Senior Safety Consultant

April 4th, 2008

Date of Completion

800 794-7233

www.stsoSHA.com



**Safety
Training
Specialists, Inc.**

presents this certificate to:

Gus K. Franklin

President of United Pacific Services, Inc.

for successfully completing an Eight-Hour course in

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in compliance with

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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

United Pacific Services, Inc.

Safety Employee Manual

Individual Employee Training Record

The first 10 items in the list are required for all employees. To identify job-specific training requirements for this employee, check off in column 1 the items under "Job-specific training" that apply to this employee's job description of tasks. Not every employee will need to be trained on every topic. The form shows you where to find appropriate training in the TCIA Tailgate Safety program. The "date" columns allow record keeping for up to three years on the same form. If an employee changes job tasks and no longer requires training on a topic, indicate by writing N/A in the date column.

	United Pacific Services, Inc.				
Name of employee:					
Training Topics	Tailgate* Session(s)	Date	Date	Date	
Training required for all employees regardless of job duties					
ANSI Z133 general awareness	1, 2				
Back safety – proper lifting, etc.	11, 33				
CPR/first aid/bloodborne pathogens awareness training	10, 27, 28				
Emergency response/aerial rescue	34, 38				
First aid kit location and use					
Orientation - new employee	16, 20, 23, 24, 26, 29, 30				
Personal protective equipment: eye and face, hands, feet, head	4, 5, 7, 8, 9				
Slip, trip & fall avoidance	22				
Struck-by avoidance	21, 31				
Job-specific training required prior to exposure, periodically, and/or post-incident					
Aerial lift inspection, maintenance and use	37, 51, 63				
Brush chipper safety	17, 18, 39, 70, 76				
Cabling & Bracing	66				
Chain saw operation & maintenance	12, 13, 15, 73, 75				
Climbing	42, 52, 59, 60, 61, 62, 65, 69, 71, 72				
CDL/defensive driver training	45, 46, 47, 48, 53, 54, 55				
Crane operations	64, 74, 80				
Electrical hazards, general awareness	3, 40				
Electrical hazards, advanced training	36, 41, 57, 58				
Equipment/tool security and theft protection					
Hand and small power tool safety	14, 25				
Hazard Communication/Employee Right-to-Know					
Hydraulic dump body safety	79				
Job site setup/traffic control	32, 35				
Lockout/Tagout					
Operator's manual review – as needed					
Pesticide application, spill prevention and response	49, 50				
Portable fire extinguisher use	19				
Respirators: fit testing, use and maintenance	6				
Rigging & Removal	44, 56, 67, 77				
Rope use, knot tying and line handling					
Stump cutter safety	68, 78				
Other:					
Other:					
* References for Tailgate Safety, 5 th Edition, © 2007, Tree Care Industry Association					

Employee Safety Improvement Action Plan

This form should serve as a notice to the employee that he/she has violated a company safety policy.

Issued to: _____ Date issued: __/__/__ Date of infraction: __/__/__

Issued by: _____ Employee's immediate supervisor: _____

Deviations from company policy (*explain where appropriate*):

Personal Protective Equipment:

- Hard Hat
- Hearing Protection
- Eye/Face Protection
- Leg Protection
- Work Clothing
- Footwear
- Climbing Saddle
- Ropes
- Lanyards/Snaps/etc.
- Other

Explanation: _____

Work Practices:

- Inadequate Job Briefing
- Improper Lifting Technique
- Inadequate Traffic Control
- Improper Climbing Technique
- Improperly Tied In
- Improper Chain Saw Use
- Improper Chipper Use
- Worked Closer than Min. Approach Distance from Electrical Conductors
- Unapproved Work Methods
- Other

Explanation: _____

Equipment:

- Truck - Driving
- Unsafe Operation
- Seatbelt Not Fastened
- Equipment Misuse
- Key Left in Ignition
- Wheels not Chocked
- Misuse of Hand Tools
- Misuse of Power Tools
- Improper Tools Used Near Electrical Conductors
- Other

Explanation: _____

Has the employee previously been trained in this aspect of company policy? Yes No

If Yes, explain how and when (i.e. verbal instruction, video, O.T. J., other): _____

Date: __/__/__

Corrective compliance action to be taken by employee: _____

Date of compliance: __/__/__ Compliance acknowledged by: _____

Company disciplinary action taken: _____

Comments and potential penalty for repeat violations: _____

Notes: _____

Distributed to: Employee Manager _____ Crew Leader _____ Personnel File

Driver's Vehicle Inspection Report

Driver's Vehicle Inspection Report Trucks, Chippers & Other Towed Equipment

Truck no: _____ Work Location: _____

Odometer: _____ Hour Meter Reading: _____

Post-Trip Inspection

Check appropriate box to indicate defect.

MECHANICAL

- Service Brakes Including
Towing Brake Connection
- Parking Brakes
- Steering Mechanism
- Tires
- Horn
- Windshield Wipers
- Rear View Mirrors
- Wheels & Rims
- Coupling Devices
- Exhaust System
- Drive Belts
- Mud Flaps
- Suspension
- Fluid Levels

LIGHTING DEVICES & REFLECTORS

- Head Lights
- Tail Lights
- Brake Lights
- Turn Signals
- Body Lights
- Hazard Lights
- Dash/Warning Lights

SAFETY & EMERGENCY EQUIPMENT

- Seat Belts
- Spare Fuses
- Fire Extinguisher
- First Aid Kit
- Traffic Signs (2)
- Flags (2)
- Road Cones (4)
- Wheel Chocks (2)
- Emerg. Triangles (3)
- Traffic Vests (2)
- Mud Flaps

Other Towed Equipment

Check appropriate box to indicate defect.

Towed Equipment No: _____

- | | | |
|---|---|--|
| <input type="checkbox"/> Oil Level | <input type="checkbox"/> Draw Bar & Eye | <input type="checkbox"/> Tail Lights |
| <input type="checkbox"/> Radiator Level | <input type="checkbox"/> Safety Chains | <input type="checkbox"/> Turn Signals |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Frame | <input type="checkbox"/> Brake Lights |
| <input type="checkbox"/> Tires | <input type="checkbox"/> Chip Guard | <input type="checkbox"/> Hazard Lights |
| <input type="checkbox"/> Wheels & Rims | <input type="checkbox"/> Drive Belts | <input type="checkbox"/> Wheel Chocks |
| <input type="checkbox"/> Brakes & Connections | | |

Comments: _____

Reporting Driver: _____ Date: _____ No Defects

Reviewing Driver: _____ Date: _____

Maintenance Action Above defects corrected
 Above defects need not be corrected for safe use

Mechanic's Signature: _____ Date: _____

Comments: _____

Before Driving Make Sure Your Vehicle is Safe!

(Do PRE-TRIP inspections using previous POST-TRIP form.)

Top Copy - Office

Bottom Copy - Driver

Truck Service & Preventive Maintenance Checklist

Truck Identification _____

Checked by _____

Daily/Weekly Ongoing Checks

- Fuel level
- Oil level
- Radiator coolant level
- Tires - proper inflation, wear spots and cuts
- Light system including flashers and signal lights
- Brakes - pedal and hand
- Steering for difficulties or play
- Leaks, rattles
- All gauges on dash panel

At 4 months or 3,000 miles (whichever is first)

- Complete chassis lubrication.
- Check and top off all fluid levels.
- Change engine oil.
- Replace oil filter.

At 8 months or 6,000 miles (whichever is first)

- Completely check out cooling system.
- Check suspension and steering systems.
- Adjust all drive belts and replace worn or damaged ones.
- Adjust brakes as may be required.
- Adjust clutch as may be required.
- Tighten wheel lugs.
- Check grease seals and lubricate wheel bearings.
- Check and tighten all shackles, U-bolts and fastenings on body.
- Check exhaust system for leaks and looseness, repair as necessary.

At 12 months or 12,000 miles (whichever is first)

- Complete engine tune-up.
- Clean underbody and check.
- Check and adjust throttle linkage.
- Check and adjust front wheel alignment - balance.
- Check front end.
- Check cab and fender mounts.
- Check function of heater and defroster.

Brush Chipper Preventive Maintenance Checklist

Chipper Identification _____

Checked by _____

Daily/Weekly Ongoing Checks

- Oil level
- Radiator coolant - clean grille
- Fuel level
- Belt tensions
- Knives and cutting mechanism
- Tires - correct pressure, wear spots and cuts
- Lights and brakes
- Wheel lug nuts and all fastenings
- Clean air filter

Monthly:

- Bearings greased
- If chipper sits for any length of time, turn drum or disc several times before starting.

At 3 months or 150 Hours operating time:

- Change engine oil.
- Change oil filter.
- Adjust all drive belts and replace worn or damaged ones.
- Check and adjust chipper rotation rpm per manual.

At 6 months or 300 hours operating time:

- Check for loosening of any components and weld cracks.
- Check and adjust wheel lug nuts and axle attaching bolts.
- Check tongue slide and chipper stand leg.
- Check pintle/pin/ball hitch for wear.
- Grease wheel bearings

At 12 months or 450 hours operating time:

- Complete engine tune-up.
- Check engine cooling system.
- Check all major adjustments per manual.
- Check brakes and lights if applicable.

Techniques for fewer problems with the chipper

Always let chipper warm up for three minutes.

Have up to high rpm before feeding heavy sticks.

If unit lugs, pull remaining branch back and redo at higher rpm.

Push material in with another stick.

Ease in clutch at low rpm.

Pull chipper with tongue extended to maximum length.

Conditions may vary, but keep chipper as level as possible when operating.


Always have a second crewmember directing when backing the chipper.

Keep knives in matched sets for best balance.

Equipment & Tool Inspection Checklist


- **Chain saws** The saw chain should be properly sharpened and tensioned. The chain brake (if equipped) and other anti-kickback devices must be functioning. Handles shouldn't be cracked or loose. All bolts and screws should be tight. The starter cord shouldn't be frayed or weakened. The power head should be relatively free of gas, oil and other contaminants, and the saw shouldn't be leaking either gas or oil.
- **Chopping tools, pole tools and other hand tools** Check for loose or cracked heads, and splintered or weakened handles. Blade eyes need to be tight-fitting and wedged.
- **Climbing equipment** Check for bent or cracked gates and wear on carabiners. Inspect all metal surfaces of personal support equipment, especially those that come into contact with the climbing line. Look for rust, corrosion, cracks, burs or other evidence of damage. Check saddle for abraded or worn webbing or stitching, loose grommets, etc. Inspect split tails, lanyards, false crotches, and any other equipment used for personal support or that could cause injury due to malfunction (mechanical ascenders, Big Shot, belay devices, etc.)
- **Fire extinguisher** Fully charged, inspected and accessible.
- **First aid kits** Adequately stocked and accessible.
- **Ladders** Safety feet and other auxiliary equipment must be kept in good condition. Portable rung ladders should be equipped with non-slip bases when there is a hazard of slipping. All wood parts shall be free from sharp edges and splinters. Ladders shall be inspected frequently and those that have developed defects shall be withdrawn from service for repair or destruction and tagged or marked so they are not used. Rungs should be free of grease and oil.
- **PPE** Check for relative cleanliness of all PPE. Hard hats shouldn't have cracks, dents, excessive UV degradation or any loose or broken parts in the suspension. Hard hats should have the date of purchase/first use written legibly inside and should be removed from service in accordance with the manufacturer's recommendation, sooner in areas of higher UV radiation. Eye protection should be free of cracks and large scratches that impair vision. Hearing protection should be functional and sanitary.
- **Rigging Gear** Record of use for rigging equipment, (cycles to failure). Lines should be inspected and milked if the cover and core have different stretch characteristics. Inspect all rigging slings and lines as with climbing lines. Inspect all rescue pulleys, blocks and other rigging devices (Lowering devices, carabiners, snaps, shackles, etc.)
 - Milking a line:* With double-braid and 16-strand ropes, the cover stretches at a different rate than the core, so you end up with a bit of cover without any core in it. This can be very dangerous, as this point is weaker and can cause friction knots/devices to fail with the sudden change in diameter.
 - Tie off one end of the line to a fixed object (tree, truck, etc.) Take an older split tail or length of climbing line, tie a taut line hitch on the line, tighten the hitch, and work the knot down the line. You will end up with more cover than core. Mark the spot just behind where the core ends, tape it and cut the line through the point where both core and cover are. Burn or whip the end to keep it from fraying.
- **Wedges, Chisels, and Gouges** Check for cracks and flaws, proper points and temper, and mushroomed heads.
- **Mental Toolbox** Make sure to have all necessary equipment for the day's tasks. Safety is often compromised through the improper use of a tool because the right tool isn't available.

New Employee Safety Checklist

	United Pacific Services, Inc.
Employee	Department
Date Hired	Supervisor
Supervisor: Check off each item as you discuss it with the new employee prior to having that employee start work.	
1.	Employee provided company safety policy & procedures
2.	Explained functions of company safety committee
3.	Reviewed injury-reporting procedures
4.	Reviewed hazard-reporting procedures
5.	Issued PPE: <input type="checkbox"/> eye protection <input type="checkbox"/> hearing protection <input type="checkbox"/> hard hat <input type="checkbox"/> respirator <input type="checkbox"/> other _____ <input type="checkbox"/> explained PPE use and care
6.	Reviewed ANSI Z133.1 general requirements
7.	Reviewed safe lifting procedures
8.	Reviewed avoidance of common job site hazards: <input type="checkbox"/> struck-by <input type="checkbox"/> chain saw cuts <input type="checkbox"/> slips, trips & falls <input type="checkbox"/> heat stress <input type="checkbox"/> other _____
9.	Received specific, documented training in tasks and hazards specific to his/her assignment
10.	Located first aid kits/medical service provider(s)/hospital
11.	Reviewed hazard communication program, location of material safety data sheets, and how to read an MSDS
12.	Reviewed emergency response/evacuation/first aid procedures and any specific duties
13.	Reviewed our disciplinary procedures
14.	Employee has demonstrated proficiency with the following (For new hires with previous experience): <input type="checkbox"/> chain saw <input type="checkbox"/> chipper <input type="checkbox"/> stump grinder <input type="checkbox"/> climbing <input type="checkbox"/> chip truck <input type="checkbox"/> loader <input type="checkbox"/> skid-steer <input type="checkbox"/> other _____
I acknowledge that information on the above subjects was furnished to me during my orientation.	
Employee Signature _____ Date _____	
I have instructed the above named employee in the fundamentals of safety practices.	
Supervisor Signature _____ Date _____	


Storm Emergency Pre-Job Hazard Survey

A Tailgate session is advised and a Job Briefing is required every day before starting storm emergency work in order to identify and minimize hazards on the job. Please place a check mark in the box next to each of the following hazards that are relevant to this job and take the time to discuss them. Keep a copy of the completed form in an office file.

		United Pacific Services, Inc.
Date	Crew leader	Job location
<u>HAZARD</u>		<u>DISCUSS</u>
<input type="checkbox"/> Extreme Weather Conditions		Effects on health, driving, walking, vision, & equipment
<input type="checkbox"/> Working at Night		Being able to see <u>and</u> be seen
<input type="checkbox"/> Traffic Control		Being struck, protection of work area, cones & signs
<input type="checkbox"/> Fatigue/Inadequate Sleep, Food		Get adequate rest, food, liquids; take breaks as needed
<input type="checkbox"/> Downed Trees/Branches & Debris		Hidden dangers - conductors, etc.
<input type="checkbox"/> Hanging/Dislodged Conductors		Contact with trees, <u>any</u> overhead wires or metal objects
<input type="checkbox"/> Downed Conductors		Consider <u>ALL</u> conductors energized
<input type="checkbox"/> Improper use of PPE		Head, eye, hearing, foot, hand, leg, fall injuries
<input type="checkbox"/> Climbing in Damaged Trees		Limbs not as strong, will break; look for danger limbs
<input type="checkbox"/> Wood under Pressure/Tension		Relieve tension by cutting properly
<input type="checkbox"/> Pressure to Work Faster		<u>DO NOT</u> take short cuts under any circumstances
<input type="checkbox"/> Making assumptions in an unfamiliar situation		When in doubt, ask questions
<input type="checkbox"/> Others		
Crew members' signatures:		
1.		2.
3.		4.
5.		6.
7.		8.
Phone number in case of emergency:		

Pre-Job Hazard Survey

A job briefing is required at least once a day or before starting a new job in order to identify and minimize hazards on the job. This form may be used to help document the hazards found. Please place a check mark in the box next to each of the following hazards that are most relevant to this particular job and discuss them. Keep a copy of the completed form in an office file.

		United Pacific Services, Inc.	
Date	Crew Leader	Job Location	
Type of job			
<u>HAZARD</u>		<u>DISCUSS</u>	
<input type="checkbox"/> day of the week/time of day		Accidents can be dependent on how jobs are scheduled. They are more likely just before lunch, just before and just after holidays and vacation days	
<input type="checkbox"/> extreme weather conditions		frost bite, heat exhaustion, effect on driving	
<input type="checkbox"/> inexperienced personnel		their ability to detect hazardous conditions	
<input type="checkbox"/> improper use of PPE		head, eye, hearing, foot, hand, leg injuries	
<input type="checkbox"/> distance to electrical conductors		direct and/or indirect contact	
<input type="checkbox"/> terrain		slips, trips, and falls	
<input type="checkbox"/> noise levels		necessity of hand signals	
<input type="checkbox"/> new equipment		proper use and maintenance	
<input type="checkbox"/> obstacles		overhead and/or ground level	
<input type="checkbox"/> traffic control		being struck, protection of the work area, cones & signs	
<input type="checkbox"/> moving/lifting heavy objects		proper techniques and/or equipment	
<input type="checkbox"/> chemicals		contact with or exposure to	
<input type="checkbox"/> Others			
Crew members' signatures:			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
Phone number in case of emergency			

Employee Report of Safety Hazard




United Pacific Services, Inc.

Name (optional)	Supervisor's Name	Date
-----------------	-------------------	------


	Describe the equipment, process, work practice or workplace condition	Health and/or safety hazard	Suggestions for minimizing or abating hazard - or for training	Date and initial when action is taken
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Employee First Report of Injury

To be completed by/with employee who is injured in a work-related accident.

		United Pacific Services, Inc.	
Employee name, <i>please print</i> :			
Your job title:		Division (if applicable):	
Your date of birth:		How long have you worked here? ___ years ___ months	
Home telephone:		Cell phone:	
Accident location:			
Date of accident:	Day of week:	Time of accident: AM/PM	
Describe fully how the accident occurred.			
Describe bodily injury sustained (body parts affected, right or left side, etc.)			
In your opinion, how could this accident have been prevented?			
Employee signature:			Date:
Supervisor's signature			Date:

Incident Investigation Report

		United Pacific Services, Inc.													
1. Investigated by (please print):		2. Investigation date:													
3. Employee(s) involved:		4. Employee(s) immediate supervisor:													
5. Incident date and time:	6. Date & time reported :	7. Reported by:													
8. Witness name(s):		9. Other employee(s) present:													
10. Nature of incident (check all that apply): <input type="checkbox"/> Near miss <input type="checkbox"/> Vehicular accident <input type="checkbox"/> Pesticide/fertilizer spill <input type="checkbox"/> Property damage <input type="checkbox"/> Employee injury <input type="checkbox"/> Other															
11. Incident description/nature of injury		12. Follow-up checklist: <input type="checkbox"/> Referred to medical facility/doctor <input type="checkbox"/> Employee returned to work (date) ___/___/___ <input type="checkbox"/> Injured employee statement attached <input type="checkbox"/> Witness statement(s) attached <input type="checkbox"/> Photographs of site attached <input type="checkbox"/> Diagrams of site attached <input type="checkbox"/> Equipment Records reviewed <input type="checkbox"/> Equipment records attached													
13. Recommendations (corrective actions) to prevent a recurrence															
Date completed: _____															
14. Incident Cost Analysis <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Compliance</td><td>\$</td></tr> <tr><td>Investigation</td><td></td></tr> <tr><td>Production loss</td><td></td></tr> <tr><td>Medical expenses</td><td></td></tr> <tr><td>Other</td><td></td></tr> <tr><td>Total</td><td>\$</td></tr> </table>		Compliance	\$	Investigation		Production loss		Medical expenses		Other		Total	\$	15. Safety Committee Actions <input type="checkbox"/> Review the incident <input type="checkbox"/> Communicate to management & employees <input type="checkbox"/> Train/re-train affected employees <input type="checkbox"/> Other: _____	
Compliance	\$														
Investigation															
Production loss															
Medical expenses															
Other															
Total	\$														
Required signatures, date: Affected employee(s) _____ / / _____ / / _____ / / Employee(s) supervisor _____ / / Report preparer _____ / / Safety supervisor _____ / /															

Statement of Illness & Injury Prevention Program Policy



United Pacific Services, Inc.

TO: ALL EMPLOYEES

SUBJECT: INJURY AND ILLNESS PREVENTION PROGRAM

As a member of our organization, you are expected to accept a moral obligation to your fellow employees and an economic obligation to the Company to see that operations under your care, custody and control are carried out in a safe and efficient manner.

Along with other responsibilities, safety consciousness must always exist in your thinking and planning. Because of this obligation, you must prevent obvious unsafe acts on the part of those you work with, and you must also anticipate potential hazards. After an accident occurs, it is too late to prevent it. You must recognize that working in an unsafe manner is counterproductive. Most important, you are encouraged to demonstrate leadership ability by setting a good example.

To make our approach to safety more effective and uniform throughout the organization, you are receiving this manual outlining and formalizing our injury and illness prevention policies and procedures. We feel this will be a useful tool to help in understanding and discharging our mutual responsibilities.

A handwritten signature in black ink, appearing to read "Gus Franklin".

Gus Franklin, President
United Pacific Services, Inc.

Equipment / Color Pictures

Air Resource Board Certifications / CHP Bit Software

Aerial Certifications - Annual Inspection & DC Dielectric Tests

CALIFORNIA HIGHWAY PATROL

hereby awards this

Certificate of Achievement

to

UNITED PACIFIC SERVICES INC

5529 LEEDS ST

SOUTH GATE, CA 90280

2 Consecutive Satisfactory Ratings

Since JANUARY 5, 2005

There is established in the California Vehicle Code a biennial motor carrier safety compliance inspection program to be conducted by the California Highway Patrol.

That program, known as the Biennial Inspection of Terminals (BIT) Program, requires all motor carriers operating trucks from terminals located in California to undergo an inspection of each operational terminal to rate their compliance with applicable laws and regulations relating to motor carrier safety.

This is to certify that this terminal has achieved consecutive satisfactory safety compliance ratings as indicated above. The California Highway Patrol congratulates this terminal on this meritorious achievement and recognizes the commitment to highway safety demonstrated by the personnel responsible for the operation of this terminal.

8-20-13



CHP 341 (11-93) OPI 062

J. A. Frazee
COMMISSIONER
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

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

TRUCRSID
20333

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

File Edit Records Reports Forms Tools Window Help

Search by Equipment Num Prev Show All Choose Road Sect. By Equipment Num

Equip #	Description	Year	Make	Model	Customer	Odometer
FT23	FUEL TRUCK	1981	DKC			0
GR20	GRADER	1997	CHAMPION	780A	BYZ	0
GR63	GRADER	1990	JOHN DEERE	772CH SERIES1	BYZ	0
HT44	SEMI	1997	PCRD	AT-9513	BYZ	803669
HT46	SEMI	1997	INTERNATIO			846636
HT47	SEMI	1994	INT		BYZ	109002
HT48	SEMI	1979	INTERNATIO		BYZ	407
PA22	PAPER FOOT PACKER	1995	CAT	CP560C	BYZ	0

Equipment Number: HT44 Description: SEMI Type: Truck/Tractor 87 Records found

Equipment Summary 90-Day Inspection Lube/Service Needed/Maintenance/Repairs Repairs Completed Parts For This Equip Fuel Log

Equipment Details

Sort Order: 1072 Out of Service?

Vin Number: 1FDY96H77VA000000

Year: 1997

Make: PCRD

Model: AT-9513

Engine: CAT3406 (#39843)

License Plate Number: 1F0154

Capitol Equip Num: 56585

Purchase Order Num: 88598

Gas Card Num: 45455

Condition: Excellent

Fuel Type: Diesel

Unladen Weight: 3000

Licensed Gr Weight: 20000

Combined Gr Weight: 30000

Equipment Location

Customer: BYZ

Location: MED HEAT

Department Or Area: Road

Quick Find Force Update

Current Odometer/Hours

Odometer: 803669 Hours Log: 16460 Update Odometer And Hours

Odometer Date: 3/31/2005 Hours Date: 1/14/2004

Lubrication/Service

Lube/Service Type	Next Mileage/Run	Next Hours	Next Date
10000KMS/300HRS	810553	16760	

90 Day Inspection Dates

90 Day Inspection Completion Date: 02/24/2005

Next 90 Day Inspection: 05/26/2005

90 Day Inspection Required:

Driver History

Driver Num	Name	Begin This Equip	End This Equip	Registration/Taxes
K20	MARVIN KLAUSEN			Insurance
				Financials
				Coolant Testing
				Oil Analysis
				Misc Details

Version 2005 3.1.0019 TATEMS 2005 Best Viewed at a Screen Resolution of at least 1024 x 768

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

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	C7500	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.

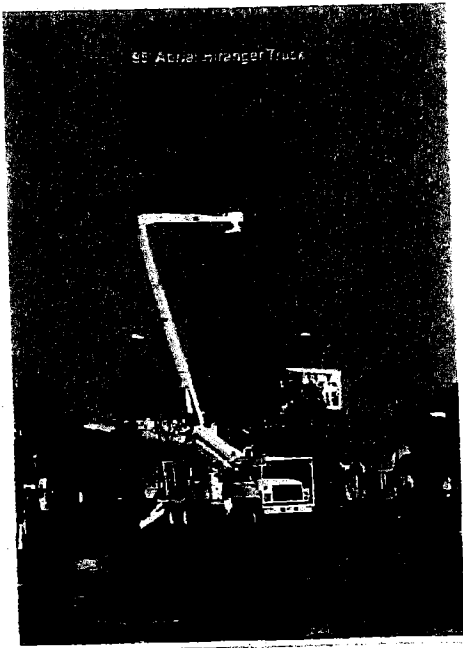
TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION
Stump Grinder	Vermeer	SC752	2002	658998	Excellent	Operational	South Gate Yard
Stump Grinder	Vermeer	SC752	2003	781781	Excellent	Operational	South Gate Yard
Brush Chipper	Bandit	1890XP	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

Specialized Equipment VARIOUS JOB SITES - COLOR PICTURES

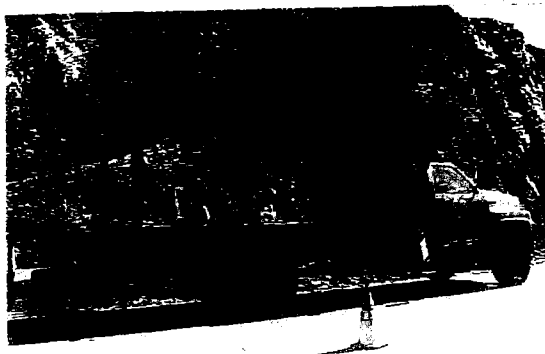
County of Los Angeles - As-needed Emergency contract
City of Rancho Cucamonga - Annual contract
City of Del Mar - Annual contract

Color Pictures utilizing the following equipment:



- 1.) 95' Aerial bucket / boom truck
- 2.) 8-Ton crane truck - 3 stage at 65' height
- 3.) 35-ton crane truck - 3 stage at 125' height
- 4.) 16' JCB loader with grapple bucket
- 5.) 2010 - BC1500 Vermeer chipper
- 6.) 2009 - 1890 Bandit Chipper / whole tree
- 7.) 2006 - International chipper dump truck

Crane Operators Permit



1.)

Robin Ryt
Crane and Hoisting Certification
Registration Number: 2377305

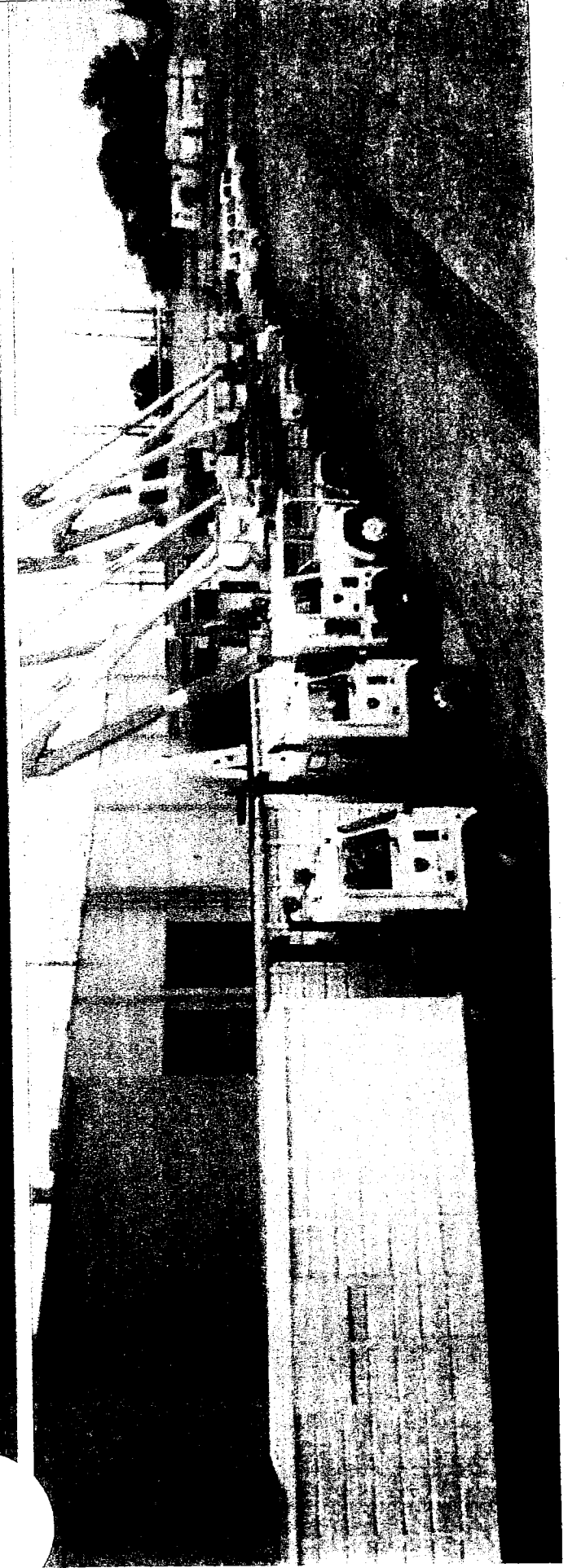
Certified for crane type: LHC-SHC-BTC

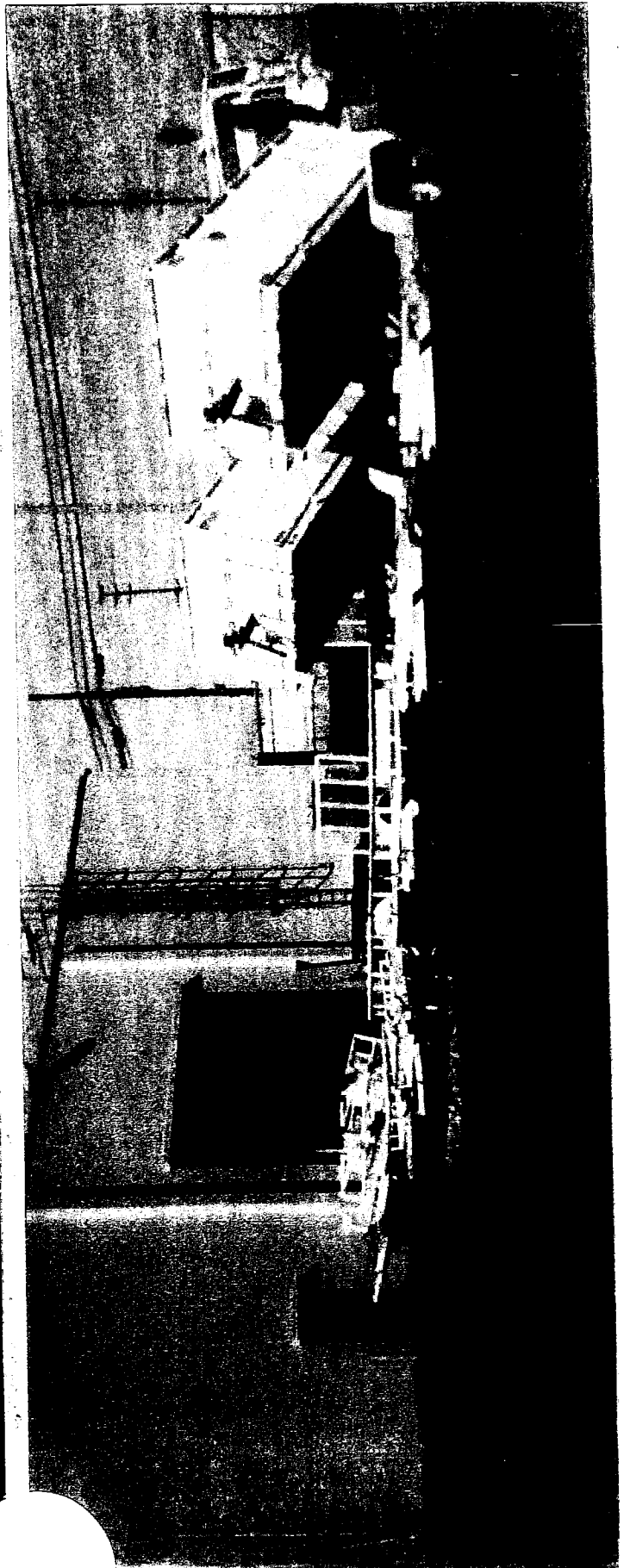
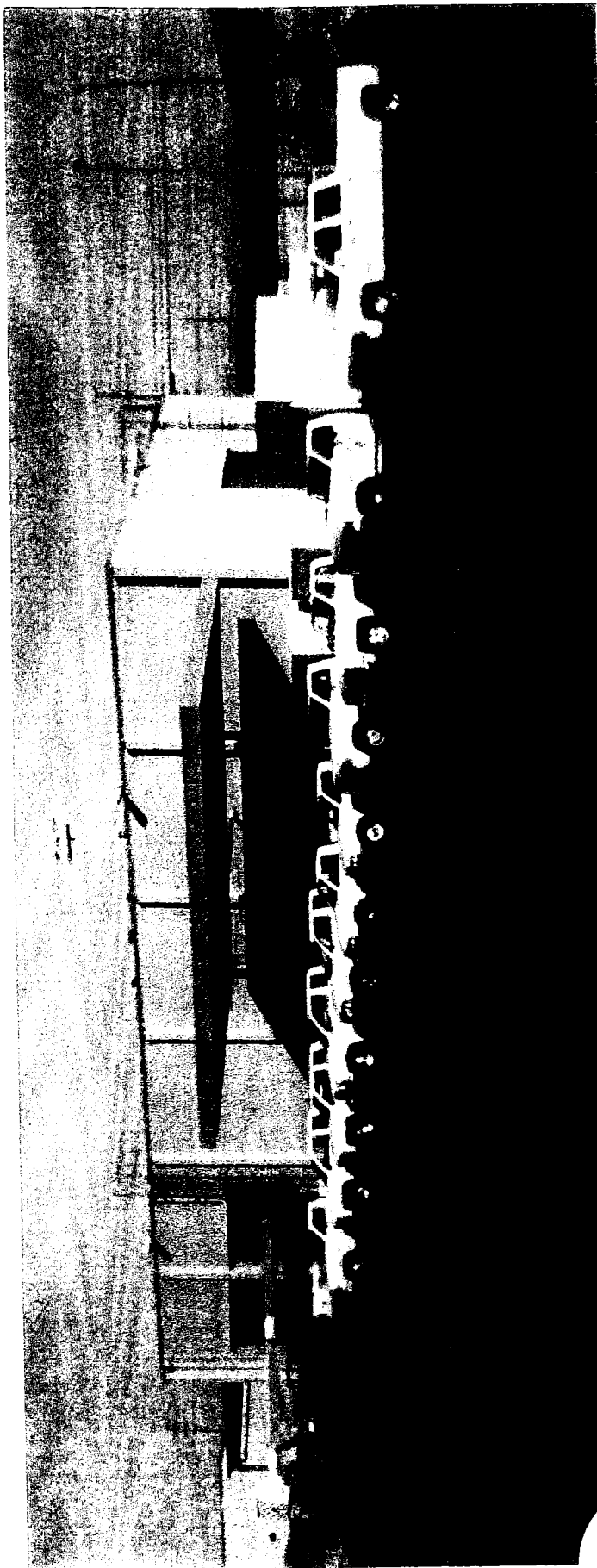
2.)

Victor Mendoza
Crane and Hoisting Certification
Registration Number: 10783

Certified for crane type: LHC-SHC-BTC

UNITED PACIFIC SERVICES, INC.







PERIODIC/MAINTENANCE DIELECTRIC TEST

Aerial – Category A and B

ANSI/SIA A92.2

Customer: United Pacific Services

Work Order No. 35959

Unit No.: 995-2002

Date: 8/17/12

Equipment Identification:

License No.: 8W16487

Manufacturer: H. Royce 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

Test Equipment: Model-S/N ACT 12060 Ser. 26

To Minimum Extension Label

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	TEST VOLTAGE	Time	Leakage	Accept	Reject
46KV & Below	40KV	Start	μA	56KV	Start	μA		
		Finish	μA		Finish	μA		
		Max. Leakage	40 μA		Max. Leakage	28 μA		
69KV	60KV	Start <u>1:15</u>	50 μA	84KV	Start	μA	A.D.	
		Finish <u>1:16</u>	50 μA		Finish	μA		
		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)

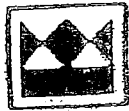
AC TEST - 3 Minute			DC TEST - 3 Minutes			Initial	
TEST VOLTAGE	Time	Leakage	TEST VOLTAGE	Time	Leakage	Accept	Reject
35KV	Start <u>1:25</u>	900 μA	50KV	Start	μA	A.D.	
	Finish <u>1:28</u>	900 μA		Finish	μA		
	Max. Leakage	3000 μA		Max. Leakage	100 μA		

4. COMPONENT TEST

DESCRIPTION	AC TEST - 1 Minute				DC TEST - 3 Minutes				Initial	
	Test Voltage	KV	KV	KV	KV	KV	Accept	Reject		
S/N	Start	μA	μA	μA	μA	μA				
	Finish	μA	μA	μA	μA	μA				
	Max. Leakage	μA	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 Ortega Inspector Number 59307

Chassis and Unit Information

Chassis Year 2001 Chassis Model GMC
 Vin Number 1GDT7H4C72JS04839
 License Plate number 8W16487
 Odometer 43340 Eng. HR/Meter N/A
 Unit Manufacturer Hi Range
 Model Number 6H-65-90
 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

CLARK
 10000 S. GARDEN AVENUE
 GARDEN CITY, MO 64505
 TEL: (660) 333-4444
 FAX: (660) 333-4444

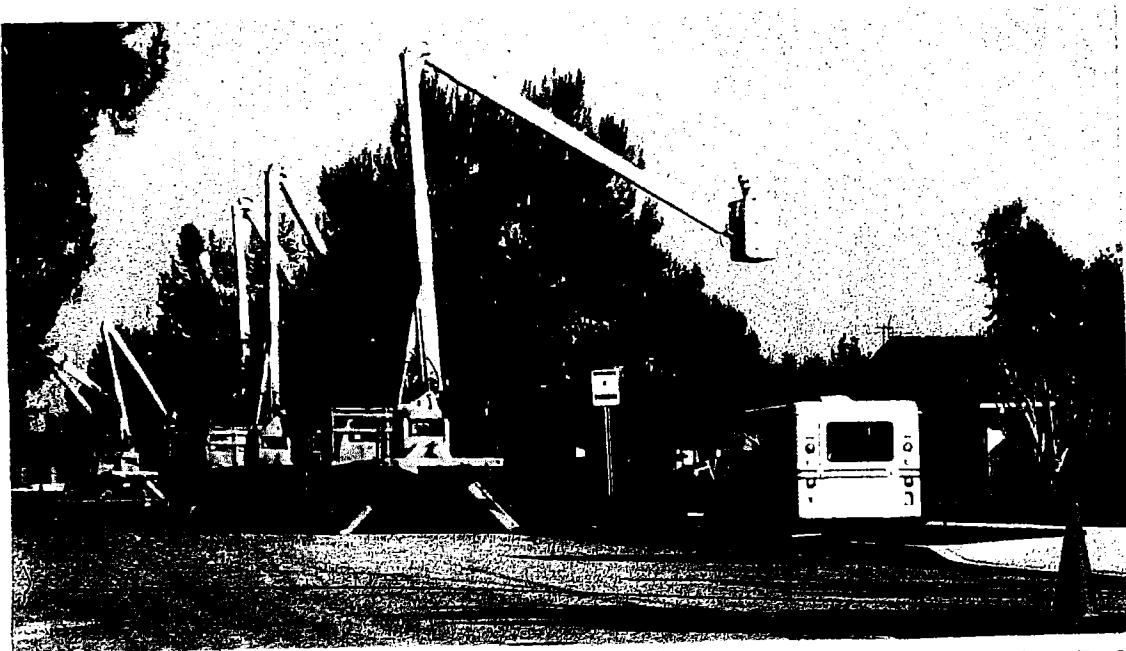
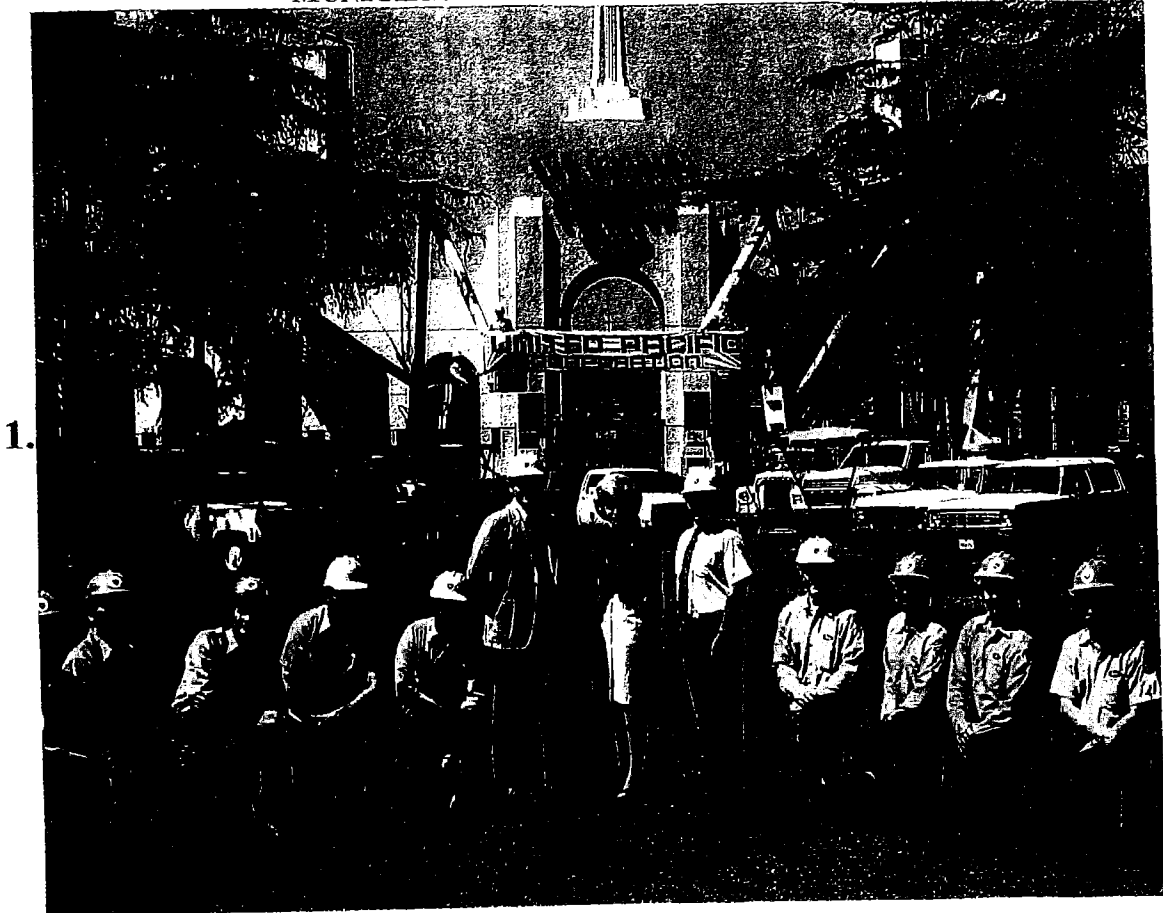
CLARK
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**UNITED PACIFIC CORPORATION
MUNICIPAL TREE TRIMMING DIVISION**



1. Selected by the Los Angeles Olympic Organizing Committee to trim and prune all of Exposition Park featuring over 1400 trees representing 36 distinct species situated on 130 acres in the heart of Los Angeles, headquarters and site for the opening ceremonies of the 1984 Summer Olympic Games.

2. United Pacific trimming trees for the City of

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 documents 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 _____

City /State /Zip _____

Phone Number _____

FRANK J. PEDRAZA
P.O. BOX 396
GLNDORA CA 91740
(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.

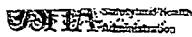
Hours* Construction	Hours* General Industry
_____ Required Introduction to OSHA	_____ Required Introduction to OSHA
_____ Required OSHA Focus Four Hazards - including: Fall Protection, Electrical, Struck By, Caught in/between	_____ Required Walking and Working Surfaces
_____ Required Personal Protective 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
_____	_____
_____	_____

30 Hours Topics <small>Indicate the amount of time spent on each of the topics in the class:</small>	
<p>Hours:</p> <p><u>Construction</u></p> <p>____ Required Introduction to OSHA</p> <p>____ Required OSHA Focus Four Hazards – including: Fall Protection, Electrical, Struck By, Caught in/between</p> <p>____ Required Personal Protective and Lifesaving Equipment</p> <p>____ Required Health Hazards in Construction – including: Hazard Communication and Silica</p> <p>____ Required Stairways and Ladders</p> <p>Elective Topics:</p> <p>____ Fire Protection and Prevention</p> <p>____ Materials Handling, Storage, Use and Disposal</p> <p>____ Tools - Hand and Power</p> <p>____ Welding and Cutting</p> <p>____ Scaffolds</p> <p>____ Cranes, Derricks, Hoists, Elevators, and Conveyors</p> <p>____ Motor Vehicles, Mechanized Equipment and Marine Operations; Rollover Protective Structures and Overhead Protection; and Signs, Signals and Barricades</p> <p>____ Excavations</p> <p>____ Concrete and Masonry Construction</p> <p>____ Steel Erection</p> <p>____ Safety and Health Program</p> <p>____ Confined Space Entry</p> <p>____ Powered Industrial Vehicles</p> <p>____ Ergonomics</p> <p>Optional: Other OSHA Construction hazards or policies</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Hours:</p> <p><u>General Industry</u></p> <p>____ Required Introduction to OSHA</p> <p>____ Required Walling and Working Surfaces</p> <p>____ Required Exit Routes, Emergency Action Plans, Fire Prevention Plans and Fire Protection</p> <p>____ Required Electrical</p> <p>____ Required Personal Protective Equipment</p> <p>____ Required Materials Handling</p> <p>____ Required Hazard Communication</p> <p>Elective Topics:</p> <p>____ Hazardous Materials (Flammable and Combustible Liquids)</p> <p>____ Permit-Required Confined Spaces</p> <p>____ Lockout / Tagout</p> <p>____ Machine Guarding</p> <p>____ Welding, Cutting, and Brazing</p> <p>____ Introduction to Industrial Hygiene</p> <p>____ Bloodborne Pathogens</p> <p>____ Ergonomics</p> <p>____ Fall Protection</p> <p>____ Safety and Health Programs</p> <p>____ Powered Industrial Vehicles</p> <p>Optional: Other OSHA General Industry hazards or policies</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Student Names

- 1 Wilfredo Mejia
- 2 Enrique Muñoz
- 3 ROBERTO HERRERA
- 4 Hector NARVAZ
- 5 Alejandro López
- 6 ELOY Zuniga Zepeda
- 7 Ignacio Gomez
- 8 Mariano Claxa
- 9 Mauricio Cohetzatlita
- 10 Eusebio Maldonado
- 11 BERTHA LUNA
- 12 Francisco Cohetzatlita
- 13 IBIZOL PEREZ
- 14 Angel Lopez
- 15 Julia Jaramel
- 16 Roberto Irujo
- 17 LEMON HAVEL
- 18 Jesús Macvil
- 19 JOSE Luis Sultores
- 20 Enrique Castro

- 21 Abonario Hernandez
- 22 Luis H Padilla
- 23 Antonio Gomez
- 24 Luis Alberto Lopez
- 25 FELIX MARCA S
- 26 Alejandro Castro
- 27 _____
- 28 _____
- 29 _____
- 30 _____
- 31 _____
- 32 _____
- 33 _____
- 34 _____
- 35 _____
- 36 _____
- 37 _____
- 38 _____
- 39 _____
- 40 _____

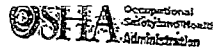


34-003371591

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

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

09-10-11
(Course end date)

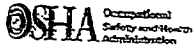


34-003371585

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

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

09-10-11
(Course end date)

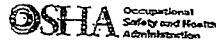


34-003371582

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)

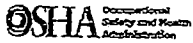


34-003371597

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 Gonzalez

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 Soto Ordoñez

Frank J. Pedraza

09-10-11

(Trainer name - print or type)

(Course end date)

34-003371589

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

Construction Safety and Health
Mariano Clara

Frank J. Pedraza

09-10-11

(Trainer name - print or type)

(Course end date)

34-003371594

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

Construction Safety and Health
Fremón Chávez

Frank J. Pedraza

09-10-11

(Trainer name - print or type)

(Course end date)

34-003371588

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

Construction Safety and Health
Eloy Zuruga Zepeda

Frank J. Pedraza

09-10-11

(Trainer name - print or type)

(Course end date)

34-003371575

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)

34-003371583

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)

34-003371586

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

Construction Safety and Health
Enrique Muñoz

Frank J. Pedraza

09-10-11

(Trainer name - print or type)

(Course end date)

34-003371595

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)

34-003371587

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)

34-003371579

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

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

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

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

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

Julian Jimenez

Frank J. Pedraza 09-10-11

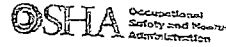
(Trainer name - print or type) (Course end date)

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

Jesus Wilton

Frank J. Pedraza 09-10-11

(Trainer name - print or type) (Course end date)



34-003366601

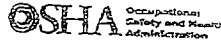
This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

JAMES MADISON

FRANK J. PEDRAZA 7-18-11

(Trainer name - print or type)

(Course end date)



34-003366602

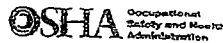
This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

ERIC FRANKLIN

Frank J. Pedraza 07-18-11

(Trainer name - print or type)

(Course end date)



34-003366603

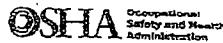
This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

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

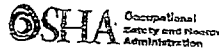
This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in Construction Safety and Health

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

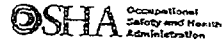
Evan Whitmarsh

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

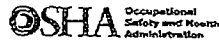
Anthony Gutierrez

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	ROBERTO HERNANDEZ
3. ALEJANDRO LÓPEZ	<i>[Signature]</i>
4. Ignacio Gomez	Ignacio Gomez
5. Eloy Zongu Cepeda	Eloy Zongu Cepeda
6. FILEMON CHAVEZ	Filemon Chavez
7. Julia Jimenez	<i>Julia Jimenez</i>
8. FELIX MARCOS	FELIX MARCOS
9. Wilfredo MEJIA	<i>[Signature]</i>
10. HECTOR VARGAS	<i>[Signature]</i>
11. BERTHA LUNA	Bertha Luna
12. Mariano clava	Mariano clava
13. Alejandro Castro	Alejandro Castro
14. Juan Perez	<i>[Signature]</i>



Safety Training Specialists, Inc.

800-794-7233 ♦ Fax 909-592-5899 ♦ www.stsosha.com ♦ Bilingual Nationwide Service ♦ Est. 1981

SAFETY TRAINING DOCUMENTATION

15. Mauricio Chetzaltitla	Marcio Chetzaltitla
16. Eusebio Maldonado	Eusebio Maldonado
17. Luis Alberto Lopez	Luis Alberto Lopez
18. Francisco - Chetzaltitla	Francisco Chetzaltitla
19. Luis Padilla	Luis Padilla
20. Anto Gomez	Anto Gomez
21. Enrique Gutierrez	Enrique Gutierrez
22. Roberto Inzana	Roberto Inzana
23. Jose Torres	José Torres
24.	
25. Alvaro Hernandez	Alvaro Hernandez
26. Jaime Perez	Jaime Perez
27. Angel Lopez	Angel Lopez
28. Jesus Macciel	Jesús Macciel
29.	
30.	
31.	
32.	
33.	
34.	
35.	
36.	



Safety Training Specialists, Inc.

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SAFETY TRAINING DOCUMENTATION


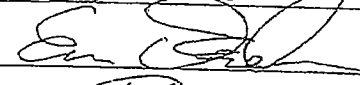
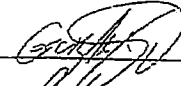
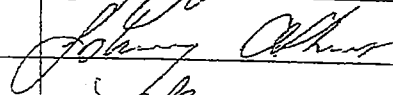
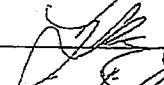
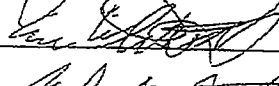

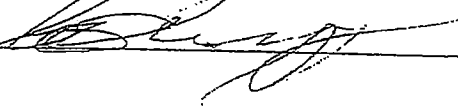
United Pacific Services, Inc.
120 W. La Habra Blvd. #107
La Habra, CA 90631

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 Whitcomb	
7. Anthony Gutierrez	
8. Astoria Ramez	
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



9/26/2009 12:01:20 PM

LOS ANGELES COUNTY EMERGENCY
STATION FIRE CONTRACT
SEPTEMBER 2009

Safety Orientation Class / Certifications



UNITED PACIFIC SERVICES, INC.

Safety Orientation Class


6 Hour Course

This Class will cover the following subjects

1. Heat Illness (Exam)
2. Bloodborne Pathogens (Exam)
3. Personal Protective Equipment (Exam)
4. Hazard Communication (Exam)
5. Lift Techniques (Exam)
6. Landscape Maintenance
7. Tree Trimming Safety

Please sign in on the sign in sheets provide to assure you get credit for attending the class.

Course Instructor: Antonio Gomez Jr.
I.S.A. Certified Tree Worker
1617C


Antonio Gomez Jr.

Date: 06/14/2011

Date: 06/15/2011

Date: 06/16/2011

Date: 06/17/2011

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

Safety Orientation Class
June 14, 2011

Name/Nombre	Position /Posición	Signature/Firma
1 Antonio "Tony" Gomez Jr.	Supervisor	<i>[Signature]</i>
2 Filemon Chavez	Fireman	<i>[Signature]</i>
3 Jorge Torres	Tree trimmer	Jorge Torres
4 Salvador Padilla	Tree Farmer	Salvador Padilla
5 Eloy Zuniga	Groundman	Eloy Zuniga Zerada
6 Alejandro Lopez	TREE TRIMMIN	Alejandro Lopez
7 Hector Vargas	TREE TRIMMIN	Hector Vargas
8 Alberto Lopez	Tree trimmer	Luis Alberto Lopez
9 Luis Padilla	TREE TRIMMIN	Luis Padilla
10 Enrique Munoz	TREE TRIMMIN	Enrique Munoz
11 Francisco Cohetzaltitla	Groundman	Francisco Cohetzaltitla
12 Julian Jimenez	TREE TRIMMIN	Julian Jimenez
13 Atanacio Hernandez	TREE TRIMMIN	Atanacio Hernandez
14 Roberto Inzunza	TREE TRIMMIN	Roberto Inzunza



United Pacific Services

Iniciativa:

Antonio Gomez Jr.

Safety Orientation Class

Date: 6-15-11

Name/Nombre	Position /Posición	Signature/Firma
1 Antonio "Tony" Gomez Sr.	FOUR MAN	
2 Victor Gaona	GROUNDMAN	Victor Gaona
3 Enrique Gutierrez	TRUCK DRIVER	Enrique Gutierrez
4 Marcos Felix	GROUNDMAN	FELIX MARCOS
5 Manuel Perez		
6 Jose Torres	FERREMAN	
7 Jesus Macull	CLIMBER	
8 Angel Lopez	DRIVER/groundmen	
9 James Carter		
10 Leo Ramirez	Supervisor	
11		
12		
13		
14		



United Pacific Services

Date: 6/16/11

Safety Orientation Class

Facilitator:

Antonio Gomez Jr.

Name/Nombre	Position /Posición	Signature/Firma
1 Anthony "Richard" Gutierrez		
2 Miguel Quintero	labor/Worker	Miguel Quintero
3 Bertha Luna	labor	Bertha Luna
4 Mariano Clara	labor/Driver	Mariano Clara
5 Roberto Hernandez	labor	ROBERTO HERNANDEZ
6 Alejandro Castro	labor/Driver	Alejandro Castro
7 Mauricio Cohetzaitilla	labor	Mauricio Cohetzaitilla
8 Eusebio Maldonado	labor/Driver	Eusebio Maldonado
9 Arturo Ramirez	labor	Arturo Ramirez
10 Juan Perez	labor/Driver	Juan Perez
11 Leo Ramirez	Supervisor	Leo Ramirez
12 Gonzalo Hernandez	Foreman	Gonzalo Hernandez
13		
14		



Facilitator _____

Safety Orientation Class
ENGLISH

Date: 6.17.11

Name/Nombre	Position /Posición	Signature/Firma
1 <u>TIM KUDINOFF</u>	<u>MECHANIC</u>	<u>[Signature]</u>
2 <u>JAMES MADISON</u>	<u>SECURITY</u>	<u>[Signature]</u>
3 <u>JAMES CARTER</u>	<u>Ground worker / DRIVER</u>	<u>[Signature]</u>
4 <u>GEOFFREY MARSHALL</u>	<u>DRIVER</u>	<u>[Signature]</u>
5 <u>EVAN WHITWORTH</u>		<u>[Signature]</u>
6 <u>JOHNNY ATKINS</u>		<u>[Signature]</u>
7 <u>KAREN MADISON</u>	<u>EXEC. ASST.</u>	<u>[Signature]</u>
8 <u>HEER SHAW</u>		
9 [Signature]		
10 [Signature]		
11 _____		
12 _____		
13 _____		
14 _____		



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

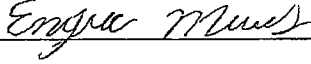

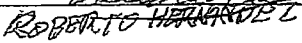

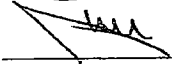

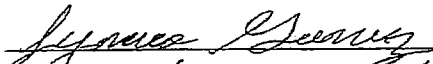
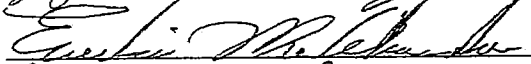
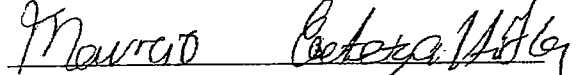
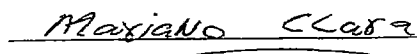
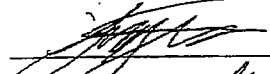

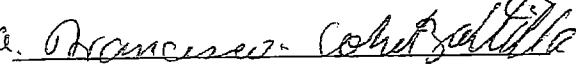
STATEMENT OF FACT

09/21/2011

This is to certify that United Pacific Services, Inc. (UPS) has always provided sufficient drinking water at the job site. 5-gallon water containers are filled up in the morning by each supervisor and ice is also added to the water. These containers are filled up twice and sometimes four times per day based on heat conditions. There has never been a time that UPS has not provided sufficient drinking water at the job site.

My signature certifies that sufficient drinking water has always been provided by UPS at a job site including ice:

EMPLOYEE SIGNATURES:

Print Name	Signature
1.) ENRIQUE MUÑOZ	
2.) WILFREDO GUEVARA	
3.) ROBERTO HERNANDEZ	
4.) HECTOR VARGAS	
5.) ALEJANDRO LÓPEZ	
6.) ELOY ZUNIGA ZEPEDA	
7.) IGNACIO GOMEZ	
8.) EUSEBIO MALDONADO	
9.) MAURICIO COHETZALITLA	
10.) MAXIANO CLARA	
11.) IVAN PEREZ	
12.) BERTHA LUNA	
13.) FRANCISCO COHETZALITLA	

Print Name

Signature

14.) Alejandro Castro

Alejandro Castro

15.) FELIX MARCOS

Felix Marcos

16.) Luis Alberto Lopez

Luis Alberto Lopez

17.) Antonio Gomez

Antonio Gomez

18.) Luis Padilla

Luis Padilla

19.) Enrique Gutierrez

Enrique Gutierrez

20.) Atencio Hernandez

Atencio Hernandez

21.) Angel Lopez

Angel Lopez

22.) JOSE TORRES

Jose Torres

23.) Roberto Ivanca

Roberto Ivanca

24.) Jaime Perez

Jaime Perez

25.) Julian Jimenez

Julian Jimenez

26.) FILEMON CHAVEZ

Filemon Chavez

27.) Jesus Macuil

Jesus Macuil

28.)

29.)

30.)

31.)

32.)

33.)

34.)

35.)

HEAT ILLNESS PREVENTION PROGRAM

TRAINING DOCUMENTATION FORM

Organization United Pacific Services, Inc.

Instructor Jack Mooring

Date 08/12/08

English Spanish Video Shown Yes No

PRINT NAME

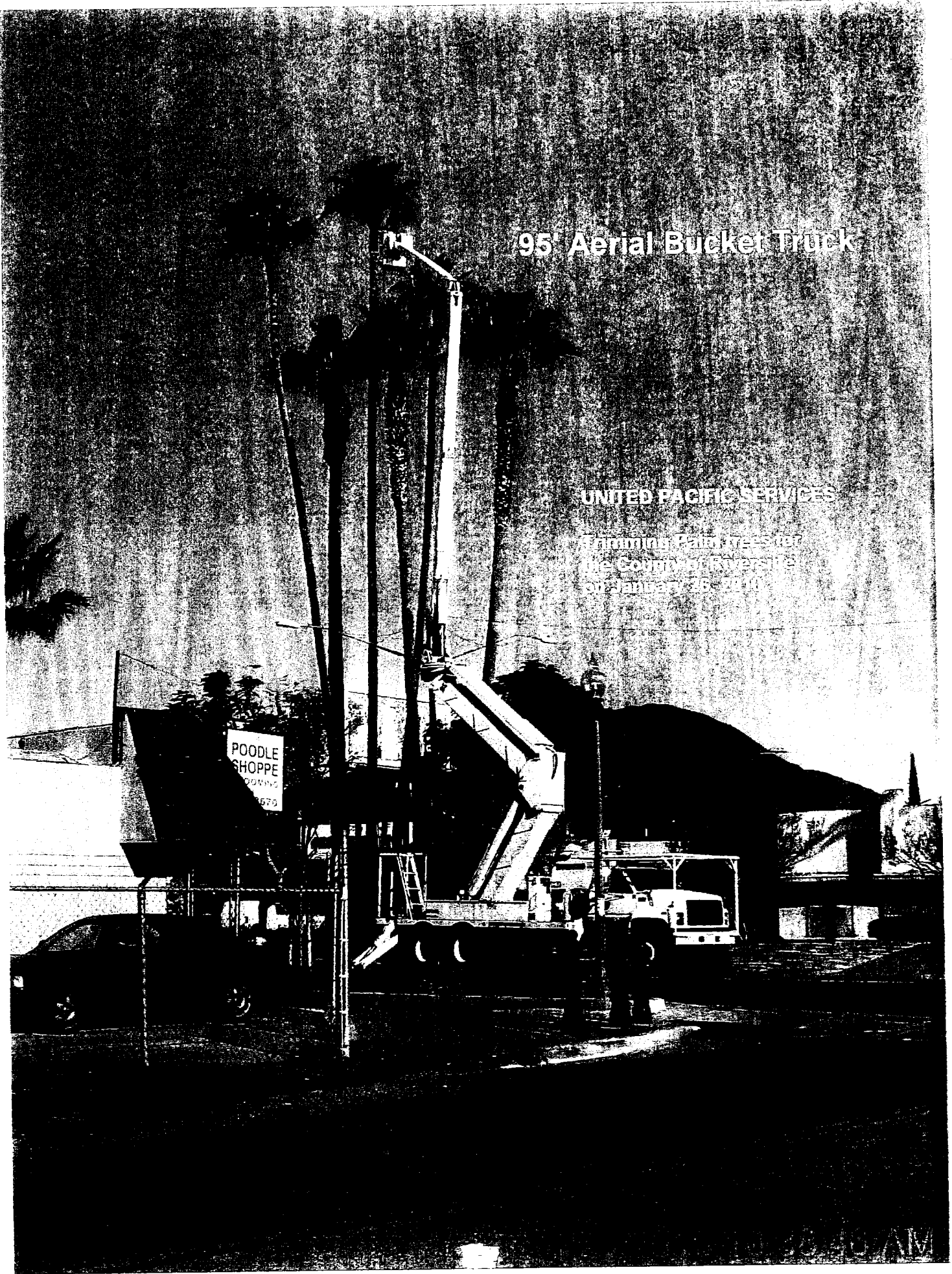
- | | |
|------------------------|-----------|
| 1 <u>José Torres</u> | <u>14</u> |
| 2 <u>Astor Gomez</u> | <u>15</u> |
| 3 <u>Antonio Gomez</u> | <u>16</u> |
| 4 <u>Jack Mooring</u> | <u>17</u> |
| 5 <u>OS FRANKLIN</u> | <u>18</u> |
| 6 <u>Leo Ramirez</u> | <u>19</u> |
| 7 <u>Eric Franklin</u> | <u>20</u> |
| 8 _____ | <u>21</u> |
| 9 _____ | <u>22</u> |
| 10 _____ | <u>23</u> |
| 11 _____ | <u>24</u> |
| 12 _____ | <u>25</u> |
| 13 _____ | <u>26</u> |

95' Aerial Bucket Truck

UNITED PACIFIC SERVICES

Painting Palm trees for
the Governor of Riverside
on January 26, 2010

POODLE
SHOPPE
DOG TRAINING
6670



**Department of Homeland
Security Program E-Verify
I.D. Number 396401**

E-Verify



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



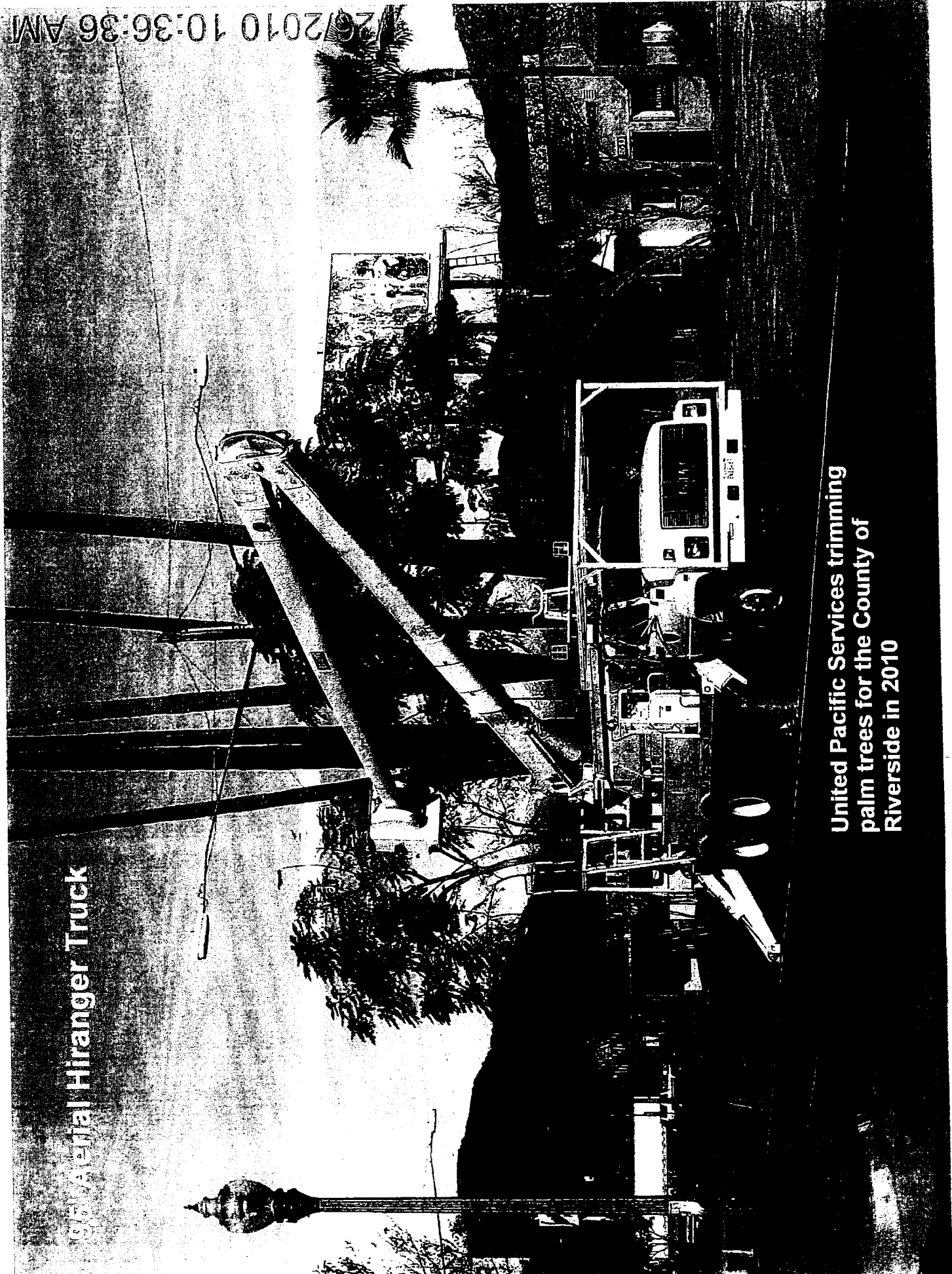
Company ID Number: 396401

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		

1995 Aerial Hiranger Truck



12/20/2010 10:36:36 AM

United Pacific Services trimming
palm trees for the County of
Riverside in 2010

ADDITIONAL INFORMATION

Daily Payroll Report

Daily Crew Schedule

Payroll Check

Report Date: _____ Authorized Signature: _____

DAILY PAYROLL REPORT

Weekending Date:	Circle one:							Print Name:								
	Mon	Tues	Wed	Thur	Fri	Sat	Sun	End Lunch Time	Start Lunch Time	End Break Time	Start Break Time	End Work Time	Total Regular hours	Total Overtime hours	Total Hours Worked	Employee Signature
1. Atkina, Johnny																
2. Castro, Alejandro																
3. Chavez, Filemon																
4. Cohetzalilla, Abel																
5. Cohetzalilla, Esteban																
6. Cohetzalilla, Francisco																
7. Cohetzalilla, 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. Gonzalez, Jose Luis																
16. Guevara, Emidio																
17. Guevara, Wilfredo																
18. Gutierrez, Anthony																
19. Gutierrez, Enrique																
20. Hernandez, Atanacio																
21. Hernandez, Gonzalo																
22. Hernandez, Roberto																

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

Report Date: _____

DAILY PAYROLL REPORT

Authorized Signature: _____

Waekending Date:	Employee	Circle one:							Print Name:					
		Mon	Tue	Wed	Thur	Fri	Sat	Sun	Total Regular hours	Total Overtime hours	Total Hours Worked	Employee Signature		
		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				
23.	Jarquín, Celerino													
24.	Kudinoff, Tim													
25.	Lopez, Angel													
26.	Luna, Bertha													
27.	Macull, Jesus													
28.	Maldonado, Eusebio													
29.	Mendez, Eduardo													
30.	Mooring, Jack													
31.	Mooring, Reneo													
32.	Padilla, Lulu													
33.	Pena, Gustavo													
34.	Pena, Raul													
35.	Perez, Jamlo													
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.														

ROLL CALL

Date: 12-05-14 Day: FR

Crew 1	Crew 2	Crew 3	Crew 4	Crew 5	Alejandro	SHOP
Tony Jr. 1. Tony Gomez Jr. CITY LA	Tony Sr. 1. Tony Gomez Sr. CITY LA	Jose T. 1. Jose Torres RC	Ignacio G. 1. Ignacio Gomez RIV	Leo R. 1. Johnny Atkins OUT	Alejandro Castro 1. Alejandro Castro LA COUNTY	1. Tim Kudino SHOP
2. Estaban Coheztilia CITY LA	2. Hector Vargas CITY LA	2. Filemone Chavez RC	2. Jorge Gaona RIV	2. Steve Lymon CITY LA	2. Eusebio Maldonado LA COUNTY	2. Leo Ramirez LA COUNTY
3. Victor Gaona CITY LA	3. Alberto Lopez CITY LA	3. Angel Lopez RC	3. Emidio Guevara RIV	3. James Carter OUT-SICK	3. Arturo Ramirez LA COUNTY	3. Walter Ponce LA COUNTY
4. Francisco Coheztilia CITY LA	4. Enrique Munoz OUT	4. Alasnacio Hernandez RC	4. Ruben Soriano RIV	5. Anthony Gutierrez OUT	4. Juan Perez LA COUNTY	4. Jack Mooring STAR DREAD
5. Felix Marcos CITY LA	5. Enrique Gutierrez CITY LA	5. Santos Rivera RC	5. Saul Reynoso RIV	5. Miguel Quintero OUT-VAE	5. Renea Mooring OFFICE	5. Renea Mooring OFFICE
6. Juan Ruiz CITY LA	6. Paulino Alvarez CITY LA	6. Jose Estaban RC	6. Jamie Perez RIV			6. Karen Madison OFFICE
7. Savadore Padilla CITY LA	7. Wilfredo Guevara CITY LA	7. Jesus Macull RC	7. Jorge Torres RIV			
8. Eloy Zuniga CITY LA	8. Roberto Inzunza RC					
9. Alejandro Lopez CITY LA						
10. Luis Padilla CITY LA						
11. Subcontractor CITY LA						
LA COUNTY = SOUTH AKA FA CONTRACT / ODWINQUEZ GAP CONTRACT / MALIBU						
RIV = COUNTY OF RIVERSIDE						
CITY LA = CITY OF LOS ANGELES						
RC = CITY OF RANCHO SUEA ANGELES						

Earnings Statement



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

Period Beginning: 11/17/2014
Period Ending: 11/30/2014
Pay Date: 12/05/2014

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

[REDACTED]
[REDACTED]
[REDACTED]

Social Security Number: XXX-XX-[REDACTED]

Earnings	rate	hours	this period	year to date
Regular	15.5000	27.00	418.50	24,443.50
Holiday	15.5000	8.00	124.00	1,116.00
Vacation				620.00
Gross Pay			\$542.50	26,179.50

Other Benefits and Information	this period	total to date
Vacation Bal		97.67

Deductions	Statutory		
Federal Income Tax		-0.02	295.28
Social Security Tax		-33.64	1,623.13
Medicare Tax		-7.86	379.60
CA SUI/SDI Tax		-5.43	261.80
Other			
Advance 2			15,290.09
Net Pay		\$495.55	
Net Check		\$495.55	

Your federal taxable wages this period are \$542.50

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TEAR HERE

©2009 ADP, LLC

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

Payroll check number: 0000019361
Pay date: 12/05/2014

Pay to the order of: [REDACTED]

This amount: FOUR HUNDRED NINETY FIVE AND 55/100 DOLLARS **\$495.55**

CITIBANK N.A.
5401 E. WHITTIER BLVD
LOS ANGELES, CA 90022

Jason K. [Signature]

ONY [REDACTED]

Earnings Statement



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

Period Beginning: 11/17/2014
Period Ending: 11/30/2014
Pay Date: 12/05/2014

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

[REDACTED]

Social Security Number: XXX-XX-XXXX

Earnings	rate	hours	this period	year to date
Regular	11.8400	27.00	319.68	19,264.00
Holiday	11.8400	8.00	94.72	852.48
Vacation				94.72
Gross Pay			\$414.40	20,211.20

Other Benefits and Information	this period	total to. date
Vacation Bal		143.72

Deductions	Statutory		
	Federal Income Tax	-24.15	1,397.98
	Social Security Tax	-25.69	1,253.09
	Medicare Tax	-6.01	293.06
	CA State Income Tax	-1.38	159.95
	CA SUI/SDI Tax	-4.14	202.11

Other		
Advance 2		9,581.60
Tax Levy		1,347.90

Net Pay \$353.03

Net Check \$353.03

Your federal taxable wages this period are \$414.40

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

Payroll check number: 0000019242
Pay date: 12/05/2014

Pay to the order of: [REDACTED]

This amount: THREE HUNDRED FIFTY THREE AND 03/100 DOLLARS **\$353.03**

CITIBANK N.A.
5401 E. WHITTIER BLVD
LOS ANGELES, CA 90022

[Signature]

[REDACTED]

ENCLOSURE B

Bid Detail Information

Bid Number : PW-ASD940
Bid Title : RFSQ Landscape and Grounds Maintenance Services (2014-PA039)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 12/4/2014
Closing Date : Continuous
Bid Amount : \$ 0
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-PA039). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when the County anticipates the need for landscape and grounds maintenance services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@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 RFSQ document including, but not limited to:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.
 2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. Subcontracting is not allowed to meet this requirement.
 3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.
 4. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.
 5. Proposer and/or its subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
 6. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license.
- Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to an established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

A Proposers' Conference will be held on Tuesday, December 16, 2014, 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.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractor List may be utilized by other County departments and/or special districts of the County for their solicitation needs.

Public Works intends to release an Information for Bids to qualified contractors in February 2015. This RFSQ process may take several weeks to process before a Qualified Contractor List is made. Therefore, it is imperative that Proposers return all Statement of Qualifications material no later than January 12, 2015.

Proposer's who miss this deadline may not submit proposals until July 1, 2015. Statement of Qualifications received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

Contact Name : Eric Fong
Contact Phone# : (626) 458-4077
Contact Email : erfong@dpw.lacounty.gov
Last Changed On : 12/4/2014 9:03:20 AM

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