

Agreement

003259



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SUNWEST ENGINEERING CONSTRUCTORS, INC.

FOR

AS-NEEDED UNDERGROUND AND ABOVEGROUND STORAGE
TANK CERTIFICATION SERVICES

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AGREEMENT FOR
AS-NEEDED UNDERGROUND AND ABOVEGROUND STORAGE TANK
CERTIFICATION SERVICES

003259

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

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 21, 2014, hereby agrees to provide services as described in this Contract for As-Needed Underground and Aboveground Storage Tank Certification Services.

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, Underground and Aboveground Storage Tank (UAST) Inventory; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$112,000 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 December 15, 2014, or execution by both parties, 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.

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TENTH: The Director may adjust the rate of compensation set forth in Form PW 2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles Riverside-Orange County Area. The Contract's anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the County of Los Angeles' Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County of Los Angeles employee salaries, no cost-of-living adjustment will be granted. Where the County decides to grant a cost of living adjustment (COLA) pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

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

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

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

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

COUNTY OF LOS ANGELES

By 
Director of Public Works

APPROVED AS TO FORM:


MARK J. SALADINO
County Counsel

By 
Deputy

SUNWEST ENGINEERING
CONSTRUCTORS, INC.

By 
Its President

Pamela E. Lawrence
Type or Print Name

By 
Its Secretary

Michael J. Kissick III
Type or Print Name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

On 10/24/14 before me, Lisa Govan Notary Public,
(Here insert name and title of the officer)

personally appeared Damela E Lawrence

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

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

WITNESS my hand and official seal.

Lisa Govan
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for underground tank services
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 10/24/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

On 10/24/14 before me, Lisa Govan - Notary Public,
(Here insert name and title of the officer)

personally appeared Michael J. Kissick III

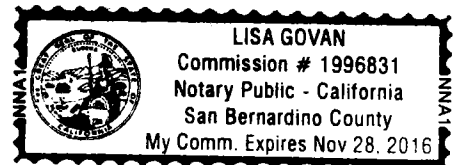
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Lisa Govan
Signature of Notary Public

(Notary Seal)



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Agreement for underground Tank Service
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(Title or description of attached document continued)

Number of Pages 4 Document Date 10/24/14

(Additional information)

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- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

SCOPE OF WORK

AS-NEEDED UNDERGROUND AND ABOVEGROUND STORAGE TANK
CERTIFICATION SERVICESA. Public Works Contract Manager

Public Works Contract Manager will be Ms. Carla Canales of Fleet Management Division, who may be contacted at (626) 458-7325, e-mail address: ccanales@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

County of Los Angeles Department of Public Works Underground and Aboveground Storage Tank (UAST) Inventory, as indicated in Exhibit G. Sites and/or tanks may be added or deleted at the discretion of Public Works.

C. Work Description

The work to be accomplished under these specifications is to implement and maintain a certification, monitoring, and testing program for the 55 locations listed in Exhibit G, which include approximately 96 Underground Storage Tanks (UST), 23 Aboveground Storage Tanks (AST), 40 fuel dispensing facilities, and several nondispensing fuel storage sites, as well as respond to minor as-needed service station maintenance requests to reinforce existing Public Works' site maintenance programs. Other service requests may be initiated by the Contract Manager, in response to recommendations by the Contractor to meet regulatory compliance notices and/or changes in regulatory requirements.

The Contractor shall provide and implement the following items:

1. Upon award of the contract, the Contractor shall provide the Contract Manager a schedule of upcoming testing as it is scheduled. Public Works will provide the contractor with the schedule of expiration dates of testing to assist in keeping the same testing schedule and ensuring compliance.
2. UST/AST Regulatory Compliance

The Contractor shall coordinate all of the site certification work with the responsible regulatory agency in response to agency requests to attend certification work. This will aid Public Works' effort to maintain the legal and operational status of each Public Works' fuel site locations. The

contractor will also notify Public Works if they are notified of an inspector visit.

3. UST/AST Monitoring System Certification

Contractor shall implement an annual UST/AST monitoring device testing and certification program including:

1. Annual site inspection, calibration, and certification of each UST/AST monitoring device in compliance with the Health and Safety Code and any other applicable regulatory requirements.
2. Opening all sumps, dispenser, manways, and any other enclosure required for inspection by the Certified Unified Program Agency (CUPA) regulatory personnel and manually activating sensors.
3. Contractor shall submit all testing results to the regulatory agency having jurisdiction over that test in a timely manner. Contractors will also follow state and local scheduling procedures, such as 48 hour notification of testing.

2. Vapor Recovery Certification (AQMD 461/463)

The Contractor shall complete vapor recovery system inspections as required and document in compliance with all California Air Resources Board (CARB) and Air Quality Management District (AQMD) regulations including annual testing and certification of each UST's Dynamic Back Pressure, Pressure Decay, Static Torque Rotation, and Drop Tube Integrity, in compliance with the CARB and AQMD rules and/or any other regulatory requirements.

3. Spillbucket Testing

Whenever possible, Spillbucket testing will be conducted at the same time as annual Monitoring System Certification to avoid unnecessary duplication of work.

4. Secondary Containment Certification (Senate Bill 989)

The Contractor shall complete secondary containment testing in compliance with all health and safety codes and/or any other regulations.

Contractor will complete any additional state or locally mandated testing that may go into effect during Contract period. If Contractor is unable to complete these tests, Public Works will find a suitably able company and engage them to work on the Department's tanks.

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

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.

D. Hours and Days of Service

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

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	

E. Response Time

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

F. Utilities

The County will not provide utilities.

G. Storage Facilities

The County will not provide storage facilities for the Contractor.

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

I. Special Safety Requirements

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

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

J. Responsibilities of the Contractor

1. The Contractor shall have the capacity to assign a minimum of three field service units simultaneously, with one staff person assigned as coordinator.
2. The Contract shall furnish the services of three individuals who hold valid certificates issued by the International Code Council (ICC), indicating that they have passed the California Underground Storage Tank Services Technician exam and will perform tank testing and certification. A minimum of three individuals shall also be certified as Veeder-Root Certified Technicians to work with VeederRoot sensors and panels.
3. The Contractor shall hold a valid California issued General Contractor Class A license.
4. The Contractor shall include the following items on all invoices to Public Works:
 - a. Date of actual inspection call.
 - b. Invoice date.
 - c. Type of call: Routine Inspection or Special Service Call.
 - d. Contract number.

- e. Work order number.
- f. Site location name and address.
- g. Itemized labor and materials billing breakdown with: Item description, including part number from current Charles E. Thomas Parts Catalogue or other parts catalogue approved by the Contract Manager; Price for each item per Form PW-2, Schedule of Prices; Quantity; Labor hours; total invoices amount.
- h. Identification of the service technician performing the service.
- i. Describe the service performed along with any discrepancies found at the site that were not addressed by the technician.
- j. Reference to any Notice of Violation from South Coast Air Quality Management District.
- k. Accompanied by the copies of the test results and certification documents.

K. Responsibilities of Public Works

The County may continue to perform routine preventative maintenance on Public Works facilities and equipment. The County will determine the need for, and provide jobsite inspection.

L. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, adding service area(s) 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.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the 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.

3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional work/location(s) may be added during the Contract period. Upon request by the 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.

M. 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.

N. Proposed Price

All services required in this Exhibit A, Scope of Work shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices.

O. Liquidated Damages

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

2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
 - d. The parties are not under any compulsion to contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary to evaluate Contractor's performance.

P. Conflict of Interest

The Contractor may be employed by Public Works on only one of the contracts for Underground Storage Tank: Designated Operator Services,

UST/AST Certification, UST/AST Repairs, or any other contract for underground tank services.

In addition, in any case of acquisitions, mergers, or any other changes in the Contractor's entity that results in the common ownership of contract, or interest of the Contractor providing this solicited service and any other Contract for services pertaining to Underground Storage Tank Designate Operator Services, UST/AST Repairs or UST/AST Certification by the same person and/or entity, at the Director's sole discretion, this Contract may be immediately terminated or suspended without liability to the County.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

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

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

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

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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

Contract 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.

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works 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 the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which

receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms, 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, 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.

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 or subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include

State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460,

Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.

8. Employee Leasing is prohibited.

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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 Material and Equipment

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

R. Transportation

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

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. 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 ten 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, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO Policy Form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or 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.
4. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

5. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$2 million per occurrence and \$4 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so,

the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

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

SECTION 10

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 11

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 12

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:
 - a. 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.
 - b. 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.
 - c. 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.

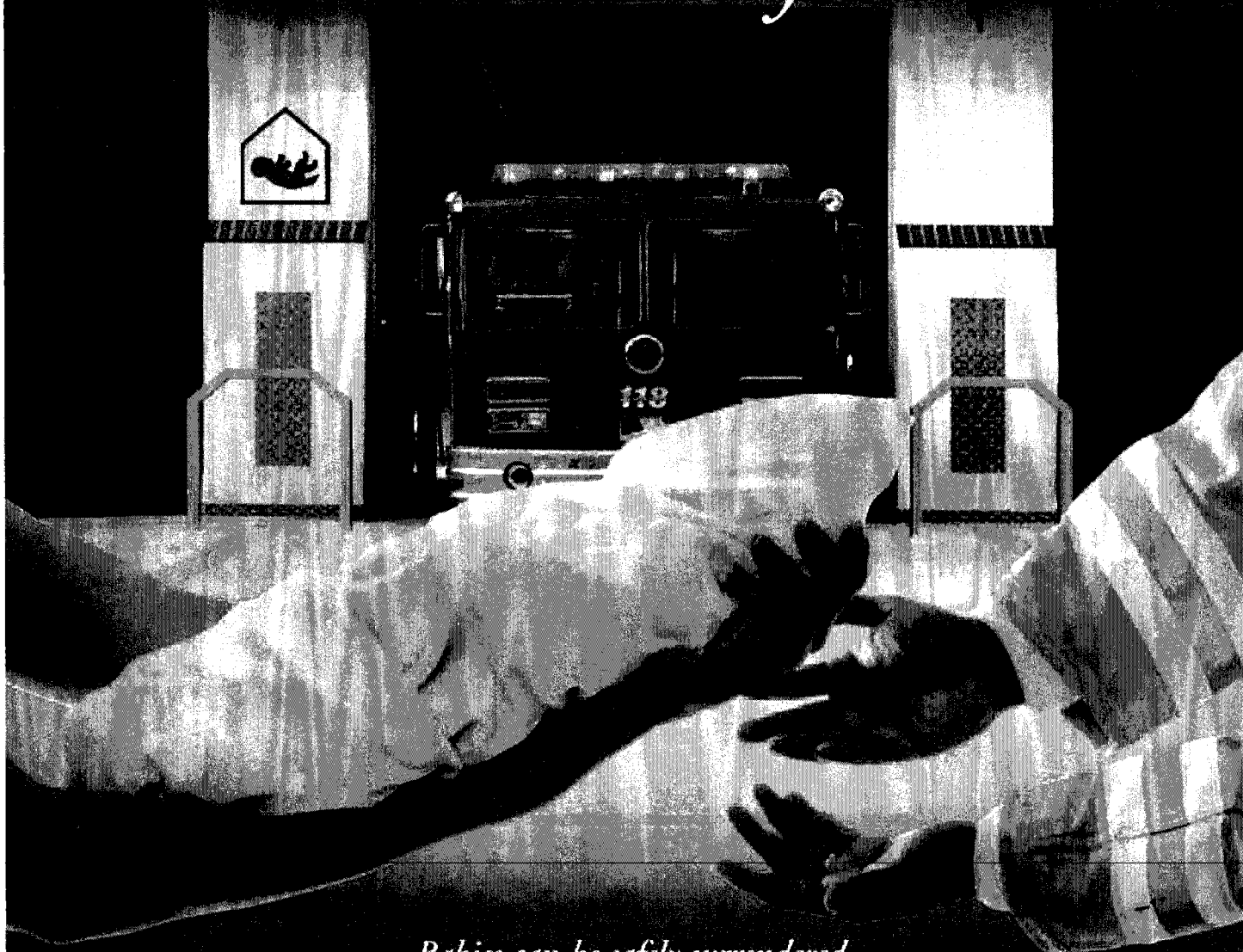
How Will My Employees Know If They Can Claim the EIC?

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.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or adult who is unable or unwilling to care for a baby to legally 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.

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

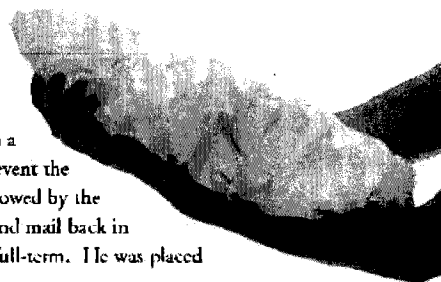
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

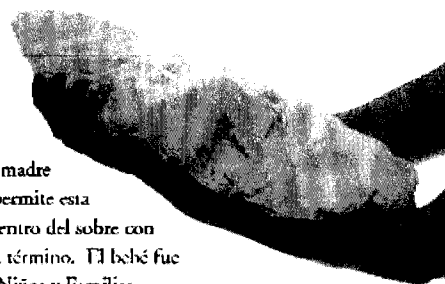
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

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

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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 G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, 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 G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, 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. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. 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	
4. Use of Subcontractor without Approval and/or	Obtain County's written approval prior to subcontracting	\$500 per occurrence; possible suspension;	<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 G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, 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
Authorization.	any work.	possible termination for default of contract.	<input type="checkbox"/> N/A	
5. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. 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	
7. 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	

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

**County of Los Angeles Department of Public Works
Underground and Aboveground Storage Tank (UST) Inventory**

FACILITY NAME	SITE ADDRESS	CITY	ZIP	TANK NO.	TANK TYPE	GASOLINE (Gallons)	DIESEL (Gallons)	JET FUEL (Gallons)	AV GAS (Gallons)	WASTE OIL (Gallons)	MOTOR OIL (Gallons)	HYDRAULIC (Gallons)	TRANSMISSION (Gallons)	PURPOSE	COMMENTS	Retrofit Date	Jurisdiction	Manned (Yes/No)
Administrative Services Division																		
Baldwin Park Shop	14747 E. Ramona Blvd.	Baldwin Park	91706	1	UST	10000								Dispensing			EPD	Yes
				2	UST		10000							Dispensing			EPD	Yes
				3	UST					1000				Recycle			EPD	Yes
				4	UST						500			Dispensing			EPD	Yes
				5	UST							500		Dispensing			EPD	Yes
				6	UST								500	Dispensing			EPD	Yes
Altadena Shop	252 Mountain View	Altadena	91001	1	UST	6000								Dispensing			EPD	Yes
				2	UST		6000							Dispensing			EPD	Yes
				3	AST					600				Recycle	City of LA Facility ID No. 19051-003562-1	2001-02	EPD	Yes
Westchester Shop	5530 W. 83rd. Street	Los Angeles	90045	1	UST	10000								Dispensing	City of LA Facility ID No. 19051-003562-1	2001-02	L.A. City F.D.	Yes
				2	UST		10000							Dispensing	City of LA Facility ID No. 19051-003562-1	2001-02	L.A. City F.D.	Yes
				3	UST					1000				Recycle	City of LA Facility ID No. 19051-003562-1	2001-02	L.A. City F.D.	Yes
Hollywood Shop	11282 Garfield Avenue	Downey	90242	1	UST	10000								Dispensing		Jan-04	EPD	Yes
				2	UST		10000							Dispensing		Jan-04	EPD	Yes
				3	UST					1000				Recycle		Jan-04	EPD	Yes
Palmdale Shop	38126 N. Sierra Highway	Palmdale	93550	1	UST	10000								Dispensing		2001-02	EPD	Yes
				2	UST		10000							Dispensing		2001-02	EPD	Yes
				3	UST					1000				Recycle		2001-02	EPD	Yes
				4	UST						500			Dispensing		2001-02	EPD	Yes
				5	UST							500		Dispensing		2001-02	EPD	Yes
				6	UST								500	Dispensing		2001-02	EPD	Yes
Central Yard Shop	2275 Alcazar Street	Los Angeles	90033	1	UST	10000								Dispensing		2001-02	L.A. City F.D.	Yes
				2	UST		10000							Dispensing		2001-02	L.A. City F.D.	Yes
				3	UST					600				Recycle		2001-02	L.A. City F.D.	Yes
DPW Headquarters	900 So. Fremont Avenue	Alhambra	91803	1	UST	10000								Dispensing		2001-02	EPD	Yes
				2	UST	10000								Dispensing		2001-02	EPD	Yes
				3	AST		2000							Generator			EPD	Yes
Road Maintenance Division																		
LA CO DPW ROAD DIV 416	14959 E Proctor	La Puente	91744	1	AST	3000	3000							Dispensing	Dual Compartment	Jul - 04	EPD	Yes
				2	AST					250				Recycle		Jul - 04	EPD	Yes
LA CO DPW ROAD DIV 417	19865 E Walnut Dr	Westnut	91788	1	UST	3000								Dispensing		Feb - 04	EPD	Yes
				2	UST		3000							Dispensing		Feb - 04	EPD	Yes
				3	UST					500				Recycling		Feb - 04	EPD	Yes
RD 514	3815 Dunsmore	La Crescenta	91014	1	UST	3000								Dispensing		Feb - 01	City of Glendale	Yes
				2	UST		3000							Dispensing		Feb - 01	City of Glendale	Yes
				3	UST					500				Recycling		Feb - 01	City of Glendale	Yes

**County of Los Angeles Department of Public Works
Underground and Aboveground Storage Tank (UST) Inventory**

LA CO DPW ROAD DIV 518	181 N Valencia St	Glendora	91740	1	UST	3000												Dispensing	Sep - 03	EPD	Yes
				2	UST		3000											Dispensing	Sep - 03	EPD	Yes
				3	UST										500			Recycling	Sep - 03	EPD	Yes
ROAD 451 Mount Baldy	5150 Mt Baldy Rd	Claremont	91711	1	AST	3000												Dispensing	Jan - 04	EPD	No
LA CO DPW ROAD DIV 519	5213 N Encinita Ave	Temple City	91780	1	UST	3000												Dispensing	Jan - 04	EPD	Yes
				2	UST		3000											Dispensing	Jan - 04	EPD	Yes
				3	UST										500			Recycling	Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 232	4055 W Marine Ave	Lawndale	90260	1	UST	2000												Dispensing	Feb - 04	EPD	No
				2	UST		2000											Dispensing	Feb - 04	EPD	No
				3	UST										500			Recycling	Feb - 04	EPD	No
LA CO DPW ROAD DIV 232A	24309 Walnut St	Lomita	90717	1	UST	2000												Dispensing	Oct - 03	EPD	Yes
				2	UST		2000											Dispensing	Oct - 03	EPD	Yes
				3	UST										500			Recycling	Oct - 03	EPD	Yes
LA CO DPW ROAD DIV 336	3637 Winter Cyn Rd	Malibu	90265	1	UST	4000												Dispensing	Jan - 04	EPD	Yes
				2	UST		4000											Dispensing	Jan - 04	EPD	Yes
				3	UST										500			Recycling	Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 339	29773 W Mulholland Hwy	Agoura	91301	1	AST	2000												Dispensing	Jan - 05	EPD	Yes
				2	AST		4000											Dispensing	Jan - 05	EPD	Yes
				3	AST										500			Recycling	Jan - 05	EPD	Yes
LA CO DPW ROAD DIV 142	4304 Eugene St	Los Angeles	90022	1	UST	3000												Dispensing	Nov - 03	EPD	Yes
				2	UST													Dispensing	Nov - 03	EPD	Yes
				3	AST										250			Recycling	Nov - 03	EPD	Yes
LA CO DPW ROAD DIV 241	2120 E 90th St	Los Angeles	90045	1	UST	3000												Dispensing	May - 04	EPD	Yes
				2	UST		3000											Dispensing	May - 04	EPD	Yes
				3	AST										250			Recycling	May - 04	EPD	Yes
LA CO DPW ROAD DIV 446	9521 E Beverly Blvd	Pico Rivera	90660	1	UST	3000												Dispensing	Jan - 04	EPD	Yes
				2	UST		3000											Dispensing	Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 551	4859 W Ave L-12	Quartz Hill	93534	1	UST	5000												Dispensing	Jan - 04	EPD	Yes
				2	UST		5000											Dispensing	Jan - 04	EPD	Yes
				3	UST										500			Recycling	Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 553	17931 Sierra Hwy	Canyon County	91351	1	UST	3000												Dispensing	Dec - 03	EPD	Yes
				2	UST		3000											Dispensing	Dec - 03	EPD	Yes
				3	UST										500			Recycling	Dec - 03	EPD	Yes
LA CO DPW ROAD DIV 555	17341 E Ave J	Lancaster	98536	1	UST	4000												Dispensing	Jan - 04	EPD	Yes
				2	UST		4000											Dispensing	Jan - 04	EPD	Yes
				3	UST										500			Recycling	Jan - 04	EPD	Yes
LA CO DPW ROAD DIV 556	27624 Parker Rd	Castaic	91310	1	UST	4000												Dispensing	Aug - 00	EPD	Yes
				2	UST		4000											Dispensing	Aug - 00	EPD	Yes

Underground and Aboveground Storage Tank (UST) Inventory

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Waterworks & Sewer Maintenance Division												
LA CO DPW SEWER MINT SOUTH YD	1128 E 90TH ST	LOS ANGELES	90001	1	UST	2000						
LA CO DPW SEWER MINT CENTRAL YD	12015 SHOEMAKER AVE	SANTA FE SPRINGS	90670	1	UST	2000	1000					EPD
LA CO DPW SEWER MINT FOUNTAIN SPRINGS	21418 FOUNTAIN SPRINGS RD	DIAMOND BAR		2	UST		1000					2003-04 Santa Fe Springs
LA CO DPW SEWER MINT MALIBU MESA	3893 MALIBU COUNTRY DR	MALIBU	91765	1	UST	1000						Sep-03 EPD
LA CO DPW SEWER MINT LA MIRADA	16107 E ALCANTATE RD	LA MIRADA	90265	1	UST	1000						EPD
LA CO DPW SEWER MINT TRAIL K PS	43666 TRAIL K	LAKE HUGHES	90638	1	UST	1000						Sep-03 EPD
LA CO DPW SEWER MINT LAKE HUGHES	17201 ELIZABETH LAKE	LAKE HUGHES	93532	1	UST	300						Jun-04 EPD
LA CO DPW SEWAGE PUMP STAT	26550 COMMERCE CTR	VAL VERDE PARK	93532	1	UST	300						Jun-04 EPD
LA CO DPW WATERWORKS	260 E AVE K-8	LANCASTER	91355	1	UST	1000						Oct-02 EPD
			93535	1	UST	4000						To be installed EPD
				2	UST	4000						To be installed EPD
TOPANGA BEACH PUMP STATION	3800 South Topanga Canyon BI	MALIBU	90265	1	UST	2000						Aug-03 EPD
				2	UST	4000						Aug-03 EPD

**County of Los Angeles Department of Public Works
Underground and Aboveground Storage Tank (UAST) Inventory**

FACILITY NAME	SITE ADDRESS	CITY	ZIP	TANK NO.	TANK TYPE	GASOLINE (Gallons)	DIESEL (Gallons)	JET FUEL (Gallons)	AV GAS (Gallons)	WASTE OIL (Gallons)	MOTOR OIL (Gallons)	HYDRAULIC (Gallons)	TRANSMISSION (Gallons)	PURPOSE	COMMENTS	Retrofit Date	Jurisdiction	Manned (Yes/No)
Administrative Services Division																		
Baldwin Park Shop	14747 E. Ramona Blvd.	Baldwin Park	91706	1	UST	10000								Dispensing		Dec-03	EPD	Yes
				2	UST		10000							Dispensing		Dec-03	EPD	Yes
				3	UST					1000				Recycle		Dec-03	EPD	Yes
				4	UST						500			Dispensing		Dec-03	EPD	Yes
				5	UST							500		Dispensing		Dec-03	EPD	Yes
				6	UST								500	Dispensing		Dec-03	EPD	Yes
Allandale Shop	252 Moulain View	Allandale	91001	1	UST	6000								Dispensing		2001-02	EPD	Yes
				2	UST		6000							Dispensing		2001-02	EPD	Yes
				3	AST					600				Recycle	City of LA Facility ID No. 19051-003582-1	2001-02	EPD	Yes
Westchester Shop	5530 W. 83rd. Street	Los Angeles	90045	1	UST	10000								Dispensing	City of LA Facility ID No. 19051-003582-1	2001-02	L.A. City F.D.	Yes
				2	UST		10000							Dispensing	City of LA Facility ID No. 19051-003582-1	2001-02	L.A. City F.D.	Yes
				3	UST					1000				Recycle	City of LA Facility ID No. 19051-003582-1	2001-02	L.A. City F.D.	Yes
Hollywood Shop	11282 Garfield Avenue	Downey	90242	1	UST	10000								Dispensing		Jan-04	EPD	Yes
				2	UST		10000							Dispensing		Jan-04	EPD	Yes
				3	UST					1000				Recycle		Jan-04	EPD	Yes
Palmdale Shop	38126 N. Sierra Highway	Palmdale	93550	1	UST	10000								Dispensing		2001-02	EPD	Yes
				2	UST		10000							Dispensing		2001-02	EPD	Yes
				3	UST					1000				Recycle		2001-02	EPD	Yes
				4	UST						500			Dispensing		2001-02	EPD	Yes
				5	UST							500		Dispensing		2001-02	EPD	Yes
				6	UST								500	Dispensing		2001-02	EPD	Yes
Central Yard Shop	2275 Alcazar Street	Los Angeles	90033	1	UST	10000								Dispensing		2001-02	L.A. City F.D.	Yes
				2	UST		10000							Dispensing		2001-02	L.A. City F.D.	Yes
				3	UST					600				Recycle		2001-02	L.A. City F.D.	Yes
DPW Headquarters	900 So. Fremont Avenue	Alhambra	91803	1	UST	10000								Dispensing		2001-02	EPD	Yes
				2	UST	10000								Dispensing		2001-02	EPD	Yes
				3	AST		2000							Generator			EPD	Yes
Road Maintenance Division																		
LA CO DPW ROAD DIV 416	14959 E Proctor	La Puente	91744	1	AST	3000	3000							Dispensing	Dual Compartment	Jul - 04	EPD	Yes
				2	AST					250				Recycle		Jul - 04	EPD	Yes
LA CO DPW ROAD DIV 417	19865 E Walnut Dr	Walnut	91780	1	UST	3000								Dispensing		Feb - 04	EPD	Yes
				2	UST		3000							Dispensing		Feb - 04	EPD	Yes
				3	UST					500				Recycling		Feb - 04	EPD	Yes
RD 514	3916 Dunsmore	La Crescenta	91014	1	UST	3000								Dispensing		Feb - 01	City of Glendale	Yes
				2	UST		3000							Dispensing		Feb - 01	City of Glendale	Yes
				3	UST					500				Recycling		Feb - 01	City of Glendale	Yes

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RD	556A	49530 Gorman Post Rd	Gorman	93243	1	AST	1500					Dispersing	Single Compartment	Feb - 01	EPD	No
LA CO DPW (MD5)	36126 N. SIERRA HWY.	Palmdale	93550	1	AST		500					Recycling	Public Drop-Off Center		EPD	Yes
RD 557A (Mill Creek)	27500 N Angeles Forest Hwy	Palmdale	93550	1	AST	3000	5000					Dispersing	Dual Compartment	May - 04	EPD	No
LA CO DPW ROAD	8505 E Ave T	Littlerock	93543	1	UST	5000						Dispersing		May - 04	EPD	Yes
DIV 558				2	UST		5000					Dispersing		May - 04	EPD	Yes
				3	UST						500	Recycle		May - 04	EPD	Yes
LA CO DPW ROAD	22201 Big Pines Hwy	Wrightwood	92397	1	AST	3000	3000					Dispersing	Dual Compartment	Mar - 04	EPD	No
DIV 558A													Dual Compartment			
RD 559 Mt. Wilson	35100 San Fransquito	Saugus	91350	1	AST	2000	2000					Dispersing	Dual Compartment	Mar - 04	EPD	No

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**County of Los Angeles Department of Public Works
Underground and Aboveground Storage Tank (UAST) Inventory**

Waterworks & Sewer Maintenance Division														
LA CO DPW SEWER MNT SOUTH YD	1129 E 59TH ST	LOS ANGELES	90001	1	UST	2000								
LA CO DPW SEWER MNT CENTRAL YD	12015 SHOEMAKER AVE	SANTA FE SPRINGS	90670	1	UST	2000	1000						Dispensing	EPD
LA CO DPW SEWER MNT FOUNTAIN SPRINGS	21418 FOUNTAIN SPRINGS RD	DIAMOND BAR		2	UST		1000						Dispensing	Santa Fe Springs
LA CO DPW SEWER MNT MALIBU MESA	3883 MALIBU COUNTRY DR	MALIBU	91785	1	UST		1000						Generator	Santa Fe Springs
LA CO DPW SEWER MNT LA MIRADA	16107 E ALICANTE RD	LA MIRADA	90285	1	UST		1000						Generator	EPD
LA CO DPW SEWER MNT TRAIL A PS	43686 TRAIL K	LAKE HUGHES	90638	1	UST		1000						Generator	EPD
LA CO DPW SEWER MNT LAKE HUGHES	17201 ELIZABETH LAKE	LAKE HUGHES	93532	1	UST		300						Generator	EPD
LA CO DPW SEWAGE PUMP STA	26550 COMMERCE CTR	VALVERDE PARK	93532	1	UST		300						Generator	EPD
LA CO DPW WATERWORKS	280 E AVE K-8	LANCASTER	91355	1	UST		1000						Generator	EPD
TOPANGA BEACH PUMP STATION	3800 South Topanga Canyon Bl	MALIBU	93535	2	UST	4000	4000						Dispensing	EPD
			90265	1	UST	2000							Dispensing	EPD
				2	UST		4000						Dispensing	EPD



RFP No.: 2014-AN023

As Needed Underground and Aboveground

Storage Tank Certification Services

For

County of Los Angeles Department of Public Works

Due Date: July 21, 2014 5:30 p.m.

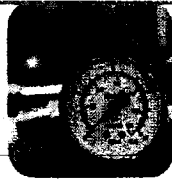
Presented By: SunWest Engineering Constructors, Inc., 4780 Cheyenne Way, Chino, CA 91710

p. 909-594-9850 f. 909-594-6169

PRINTED ON 100% RECYCLED PAPER

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compliance
design
service
testing
repair

July 21, 2014

SunWest Engineering Constructors, Inc. hereby transmits our proposal for services requested in RFP No: **2014-AN023 As Needed Underground and Aboveground Storage Tank Certification Services**

The scope of services and work to be provided in this response include schedule and maintain upcoming tests according to regulatory compliance, coordinate with agencies as necessary, provide annual underground and aboveground site inspections, certification, and calibration, provide vapor recovery system testing and certification, spill bucket testing, secondary containment testing and all other requested services at LADPW's network of facilities.

SunWest maintains a clear, concise understanding of regulatory requirements and compliance needs which will govern this work and agrees to provide both field-based and administrative response measures as required insuring regulatory compliance and quality workmanship in all aspects of its services.

Individuals authorized to make representations for SunWest Engineering Constructors, Inc. are as follows:

Pamela E. Lawrence

President

4780 Cheyenne Way

Chino, CA 91710

909-594-9850 x 7014

Fax: 909-594-6169

plawrence@sunwestengineering.com

Michael J. Kissick

Secretary

4780 Cheyenne Way

Chino, CA 91710

909-594-9850 x 7013

Fax: 909-594-6169

mkissick@sunwestengineering.com

This written proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named; the organization has not directly or indirectly induced or solicited any other organization to put in a sham bid, or any other person, firm, corporation to refrain from submitting a proposal; and the organization has not in any manner sought by collusion to secure for himself an advantage over any other organization. The undersigned hereby attests that all information submitted with this proposal is true and correct and has the authority to bind the Proposer to the terms of the proposal.

We thank you for the opportunity to present our capabilities.

Sincerely,

Pamela E. Lawrence

President

Corporate Support Documents

The following pages present those required documents in support of our organizational structure. Included in this section you will find a copy of:

- Certificate of Status (Good Standing)
- Statement by Domestic Stock Corporation (Most recent “No Change”)
- Statement by Domestic Stock Corporation (Last statement listing officers)

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUNWEST ENGINEERING CONSTRUCTORS, INC.

FILE NUMBER: C1751565
FORMATION DATE: 09/30/1994
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 May 08, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State



State of California

S

Secretary of State

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

SUNWEST ENGINEERING CONSTRUCTORS INC
4780 CHEYENNE WAY
CHINO, CA 91710

2. CALIFORNIA CORPORATE NUMBER

C1751565

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 4780 CHEYENNE WAY	CHINO	CA	91710
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ PAMELA E LAWRENCE	[REDACTED]	[REDACTED]	CA	[REDACTED]
8. SECRETARY MICHAEL J KISSICK	[REDACTED]	[REDACTED]	CA	[REDACTED]
9. CHIEF FINANCIAL OFFICER/ PAMELA E LAWRENCE	[REDACTED]	[REDACTED]	CA	[REDACTED]

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME [REDACTED]	[REDACTED]	[REDACTED]	CA	[REDACTED]
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

PAMELA E LAWRENCE

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 4780 CHEYENNE WAY	CHINO	CA	91710

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CONTRACTOR

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

7/1/14
DATE

PAMELA E LAWRENCE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

PRES

TITLE

Pamela E Lawrence
SIGNATURE



State of California
Kevin Shelley
Secretary of State

AMENDED STATEMENT OF INFORMATION
(Domestic Stock Corporation)

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME: (Please do not alter if name is preprinted.)

#1751565

SUNWEST ENGINEERING CONSTRUCTORS, INC.

This Space For Filing Use Only

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code Section 1502)

2. ☐ CHECK HERE IF THE CORPORATION IS PUBLICLY TRADED. IF PUBLICLY TRADED, COMPLETE THIS STATEMENT OF INFORMATION AND THE CORPORATE DISCLOSURE STATEMENT (FORM SI-PTSUPP). SEE ITEM 2 OF INSTRUCTIONS.

NO CHANGE STATEMENT

3. ☐ IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION CONTAINED IN THE LAST STATEMENT OF INFORMATION FILED WITH THE SECRETARY OF STATE, INCLUDING ANY INFORMATION CONTAINED IN FORM SI-PTSUPP, CHECK THE BOX AND PROCEED TO ITEM 17. IF THERE HAVE BEEN ANY CHANGES TO THE INFORMATION CONTAINED IN EITHER FORM, BOTH FORMS MUST BE COMPLETED IN THEIR ENTIRETY.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be PO Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE **CALIFORNIA** ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE **CA** ZIP CODE

6. MAILING ADDRESS CITY AND STATE ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, please do not alter the preprinted title on this statement.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE **CALIFORNIA** ZIP CODE
PAMELA E. KISSICK

8. SECRETARY/ ADDRESS CITY AND STATE **CALIFORNIA** ZIP CODE
MICHAEL J. KISSICK III

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE **CALIFORNIA** ZIP CODE
PAMELA E. KISSICK

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY AND STATE **CALIFORNIA** ZIP CODE
PAMELA E. KISSICK

11. NAME ADDRESS CITY AND STATE **CALIFORNIA** ZIP CODE
MICHAEL J. KISSICK III

12. NAME ADDRESS CITY AND STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: **- 0 -**

LIST THE AGENT FOR SERVICE OF PROCESS (If an individual, the person named as agent must be a resident of California.)

14. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS

☒ AN INDIVIDUAL RESIDING IN CALIFORNIA.

☐ A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

AGENT'S NAME **PAMELA E. KISSICK**

15. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE **CA** ZIP CODE

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
CONSTRUCTION

17. THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT ☒ YES

PAMELA E. KISSICK
 TYPE OR PRINT NAME OF OFFICER OR AGENT

SIGNATURE

TITLE

DATE

PRESIDENT

4/5/05

FILE

Secretary of State
SWC

Experience

Since the company began in 1994, SunWest has performed well over 4,000 annual monitoring certifications, over 1,500 secondary containment tests. Since 2005 we have performed nearly 20,000 monthly designated operator inspections, countless repairs and upgrades to AST and UST tank top equipment, dispensers, piping replacements and approximately 16,000 varied calls for service. In addition to our primary focus on service, repair and compliance, we have also performed full tank top upgrades and installed a limited number of UST systems. Since 2009, we have designed and permitted nearly 100 fuel systems for locomotive and aviation fueling, private fleet fueling, as well as dozens of hospital and telecommunication facility emergency backup fueling systems.

We are extremely proud of our track record with maintaining clients through our constant focus on customer service. We have maintained our oldest client for 18 continuous years, our second oldest client for 15 continuous years and nearly every single client we have accumulated since our inception continues to be a client today. We maintain a tightly knit group of personnel who stand ready and willing to go above and beyond our client's needs.

By utilizing early computing technologies, we developed a work approach and tracking capability which streamlined both our field and office efforts to insure compliance dates were maintained, field-generated paperwork was expedited and on-site facility records were kept up to date.

Since 2002, SunWest has utilized documentation innovation by providing all clients with on-line access to certification documentation and test results for every facility serviced. As one of the first service companies to utilize strictly computerized field reporting, geo-tracking and electronic report submission, SunWest continued to reduce costs and pass our savings on to clients. Through the utilization of available technologies and working with clients we have a variety of client-specific automated reports which are e-mailed on a scheduled basis, specialized reports to provide detailed information on system costs, parts reliability and numerous other compliance and administrative reports. Providing reminders of upcoming permit expiration dates, scheduled test dates, or summaries of completed work orders, we offer unprecedented transparency to our work and unprecedented assistance to our clients. Some of our largest clients have been able to reduce their office staff due to the support our services provides.

Through our close interaction with regulatory agencies we provide constant updates to our clients of forthcoming regulations and developing trends. We analyze the impact regulatory changes will have on our clients and work with them to prepare preemptive response plans or as demonstrated in the quote below, we work hard to change the regulations.

"We were able to affect change in California between CARB and the Office of the State Fire Marshall. There is no longer an upper limit for aboveground fire tanks. Now it's up to individual agencies and CUPA to set their own regulations. That's good for us and good for the end user because it allows more flexibility to solve fuel problems. We could not have done it without the excellent help of SunWest Engineering. It was because of this project that we fought the battle."

-Joe Fruge, Modern Welding
As quoted in April, 2012
O & A Marketing News

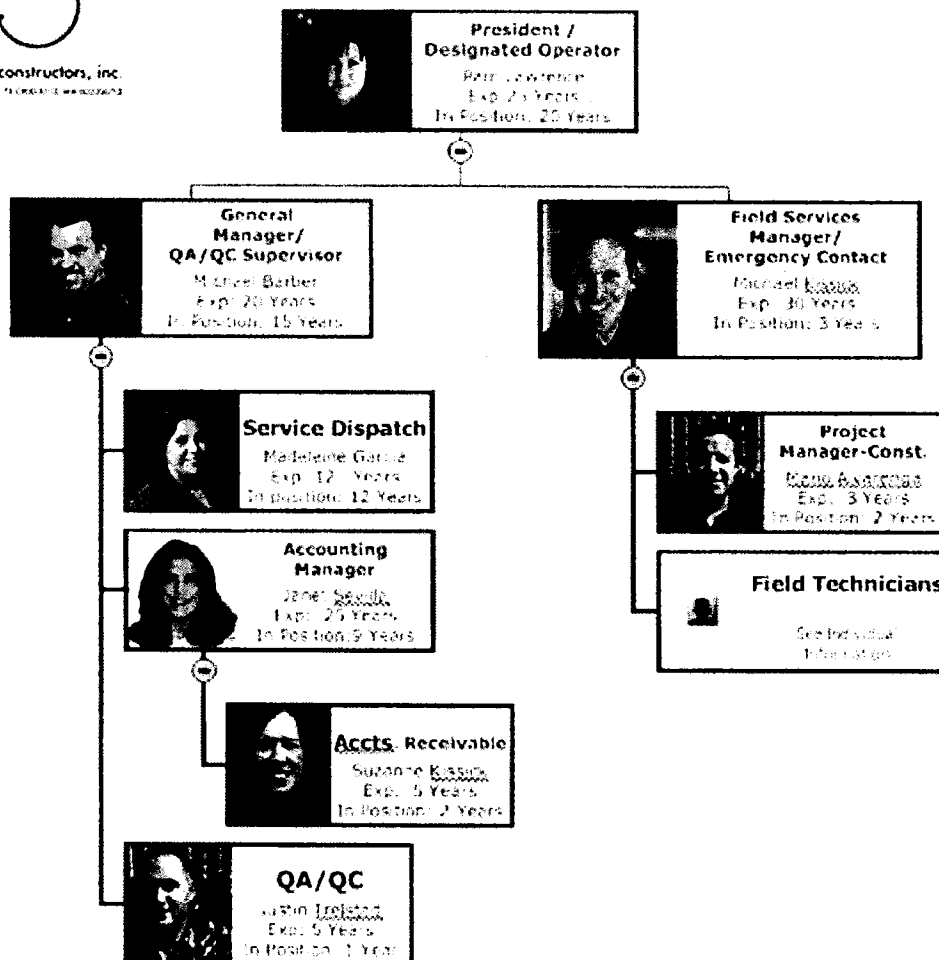
Company Experience (Continued)

We perform site evaluations to identify aging equipment, regulatory change impact and general maintenance issues which may lead to expensive future repairs. One such recent evaluation covered over 100 facilities and included evaluations of tank top equipment, tank age, landscape issues, piping, signage, interior and exterior conditions as well as alarm histories.

Aiding customers in identifying continuing problems is another reason we maintain clients. Over the course of several months we noticed repetitive calls for replacement of very expensive bulk loader hoses at a number of locations owned by one client. We obtained permission to install a simple chart recorder to identify pressure changes in their system which we suspected could be the cause for such frequent problems. We determined that with the installation of an inexpensive pressure relief valve we could virtually eliminate the premature hose wear and saved this client thousands of dollars each year.

Post-work field audits further serve our clients by insuring that our field staff consistently maintains the level of service we demand. Randomly selected locations are regularly visited to compare reported conditions to site conditions, verify the availability of required paperwork, verify equipment serial numbers and insure that site personnel are pleased with our work. We also perform regular follow-up calls to clients to insure their satisfaction. We maintain an on-call schedule insuring there is a qualified technician available 24/7. Emergency contact numbers for SunWest management staff are made available to all clients for 24/7 availability.

ORGANIZATION CHART



Statement of Qualifications

Harnessing the imagination and dedication of a motivated team, we continue to analyze and develop innovative approaches to our work. It is this innovation and dedication to superior customer service which led us to back-to-back awards as one of the **Top 100 Largest Woman-Owned** companies in Los Angeles for 2010 and 2011, as well as being named one of the **Top Environmental Service Companies** in the Inland Empire.

In the following pages, we provide an introduction to each of our valued staff members.

Personnel

PAMELA LAWRENCE PRESIDENT



Years in Position: 20
Years in Trade: 25
License:
CA-703190 A,B, Haz.
ID-C195245
NV-0076303 B-4
NV-0046599 B-2
NV-0047895 A-22
NV-0076302 A
OR-197100 Comm L- 1
TX-CR0000113
WA-603-206-713
Certifications:
ICC U1 #5044068
ICC U2 #5044068
ICC UC #5044068
NV UTH # 1152
TCEQ #US0001343-A/B
40 HR HazWoper

As founder of SunWest Engineering Constructors, Inc., Mrs. Lawrence has a lengthy and extensive background in the fueling and environmental construction industry. She has over 23 years in management of multiple construction and service companies located in two states.

With an in-depth knowledge of California Code of Regulations, California's Title 23, Division 3, Chapter 16 (UST Regulations), and Federal Regulations Title 40, Part 112 (SPCC Plans), Nevada Revised Statutes Chapter 459 (Hazardous Materials) and Nevada Administrative Code Section 459 (Storage Tanks) Mrs. Lawrence has been called upon to assist clients in citation resolution, regulatory plan development, and regulatory compliance procedures development. Her experience with clients under severe regulatory judgment orders provides a strong understanding of the best methods to insure clear and concise compliance and recordkeeping.

Responsible for the development of internal company policies and procedures, Mrs. Lawrence interacts daily with field personnel, management personnel, regulatory representatives, manufacturer representatives and most importantly, the many valued clients of SunWest.

Her company-specific responsibilities include contract negotiations and management, corporate financial management, corporate risk management, oversight of sales, marketing, accounting, design and middle management personnel.

MICHAEL KISSICK
Secretary /Field
Services Manager



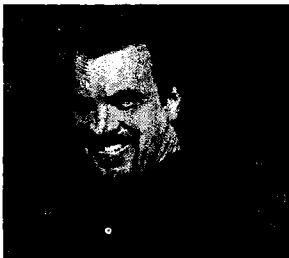
Years in Position: 20
Years in Trade: 35
License:

CA-586870 A,B, Haz.
NV-0046599 B-2
NV-0047895 A-22

Certifications:

ICC U1 #5244605
ICC U2 #5244605
ICC UT #5244605
NV UTH # 1175
40 HR HazWoper

Michael Barber
GENERAL MANAGER



Years in Position: 15
Years in Trade: 22

License:

CA-758039 A

Certifications:

Phase II V/R

SCAQMD V/R Tech # 1207

Manufacturers:

Universal Sensors

Veeder Root Level IV

Incon TS-ST5

Mr. Kissick brings a wealth of experience and expertise to the organization. His construction experience began in the commercial building industry in the early 1980's when he worked on major Los Angeles area developments.

Experienced in retail ,commercial, locomotive and aviation fueling, solvent storage, emergency backup generator systems, hospital waste and firewater storage and supply, and all types of underground and above ground storage and supply systems, Mr. Kissick is often called upon to provide design and specification review for a wide range of systems. His expertise with shoring, grading and structural design provides a unique range of capabilities for the company.

Mr. Kissick's knowledge of the capabilities and limits of available products on the market provides SunWest's clients an invaluable resource of information. Mr. Kissick's primary role within the company is to provide oversight of field-based policies and procedures, insuring that work is performed in accordance with industry standards, in a safe manner and systems are designed and built in a manner which insures system longevity, ease of maintenance for the client and meets or exceeds regulatory requirements.

Mr. Barber's career in environmental consulting provides a broad base of experience with regulatory compliance, testing, inspection and reporting requirements across both State and Federal agencies. Serving on committee at the State Water Resources Control Board, Mr. Barber has been instrumental in the development of appropriate examinations administered to individuals seeking certification from the International Code Council. This level of interaction with SWRCB policymakers provides SunWest with a unique insight into the development, implementation, and administration of state-wide regulations.

Communicating often with industry leaders, regulators and manufacturers provides insight into ever-changing regulations and the movement of new equipment through the approval processes within SWRCB and CARB.

Mr. Barber's responsibilities at SunWest include oversight and management of daily operations of the company, including insuring site specific compliance for the nearly 500 locations managed by SunWest, cost management and quality control procedures. His daily interaction with clients insures anticipated regulation changes which affect equipment or compliance are communicated quickly allowing for proactive approach to addressing new requirements.

Cynthia Garcia
DESIGN ASSISTANT



Years in Position: 4
Years in Trade: 4

A recent graduate of Cal Poly Pomona's College of Environmental Design, Miss Garcia provides development and refinement of SunWest's many systems design projects. Her most recent design provides emergency fuel service for a large regional hospital complex in San Diego county currently under construction. Incorporating both system operational controls and fuel level controls, this system is designed in accordance with OSHPD standards.

Madeliene Garcia
**CUSTOMER SERVICE
MANAGER**



Years in Position: 15
Years in Trade: 15

Ms. Garcia's extensive background in construction industry administration provides SunWest's clients with an invaluable contact within the company. Her organizational skills, dedication to follow-through and customer service skills are highly valued among clients and staff alike.

Thoroughly familiar with each of the nearly 500 facilities under SunWest's management, Ms. Garcia serves a pivotal role in insuring compliance with regulatory documentation, interaction with regulators and responding to special requests by clients. She has strong working relations with innumerable agency representatives, providing our clients with a valuable conduit for resolving critical issues should they arise.

Justin Trelstad
QA/QC



Years in Position: 1
Years in Trade: 1

Mr. Trelstad's past experience with process development and systems training, and computer programming provides unique perspective for regulatory compliance reviews of incoming project documentation. Providing QA/QC review of submitted reports he maintains employee training schedules and provides general support to customer service and field personnel.

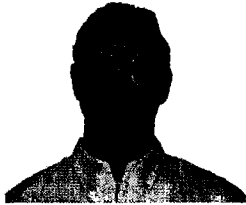
Suzanne Kissick
Accounts Receivable



Years in Position: 2
Years in Trade: 2

Mrs. Kissick's background in the mortgage lending industry and real estate loan underwriting sectors provides a solid understanding of the nuances required in a variety of client-specific invoicing processes and protocols. Suzanne oversees all accounts receivable functions and works closely with clients to develop and meet all billing methods, including client-portal based systems unique to specific customers.

Todd Hansen
SERVICE TECH/ CP TESTER /
DO INSPECTOR/V/R
TESTER



SunWest is very proud to have assembled a team of professionals with the breadth of experience and skill of our field services team.

This group provides our clients with a combined 60 years' experience in the service, maintenance, compliance and inspection of fueling systems. Their experiences range from new construction and upgrading of fueling systems, testing, repair and installation of specialized electrical and corrosion protection systems, retail, commercial and industrial fueling systems, dispensing and point of sale systems, in-station diagnostics, system set up, programming, troubleshooting, etc.

Paul McLane
SERVICE TECH / DO
INSPECTOR/TANK TESTER



The diversity of their backgrounds brings fresh ideas and perspectives to their work and the team. With experience ranging from public works and residential construction, automotive service, general contracting, and electrician, this group has a wealth of collective knowledge and experience that serves as the basis of their commitment to excellent workmanship, and professionalism.

The certifications held within the group are impressive. All field personnel hold at least one and often multiple certifications from the International Code council including:

Leonardo Aguilar
SERVICE TECH/ SB989
TESTER/DO INSPECTOR



California Designated Operator Certification
California UST Service Technician
Underground Tank Installation / Retrofitting
AST Installation / Retrofitting
Vapor Recovery System Testing and Repair
NACE CP Tester
NGVI Fuel Stations Operations and Maintenance

Each technician is required to maintain Health and Safety Training certifications as follows:

Dave Smith
SERVICE TECH / DO
INSPECTOR



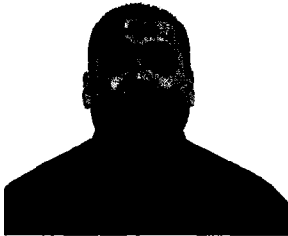
40 Hour Hazardous Materials Worker
Confined Space Entry
CPR
First Aid
Competent Person Excavation

Each technician is required to undergo annual physical exams in compliance with CFR 1910.120 as part of their Hazardous Materials training.

Spencer Kissick
SERVICE TECH /D.O.
INSPECTOR / UST
INSTALLER/REMOVAL/VR
TESTER/AST
INSTALLATION



Ruben Becerra
SERVICE TECH / D.O.
INSPECTOR



Robert Maddox
D.O. / Technician
Assistant



Ken Withee
SERVICE TECH/ D.O.



Manufacturer certifications held among the group include (partial listing):

Veeder Root Level IV Technician
Veeder Root Vapor Systems Installation / Maintenance
Bravo Systems
CNI Manufacturing EVR Systems Installer
VST Hanging Hardware
NOV Fiberglass
Incon TS-STs
Franklin Fueling (FE Petro)
Franklin Fueling FMS Incon Programming
Franklin Fueling Incon Installer
Healy
Gilbarco Encore
OPW
Blueline Technologies
OMNITEC Manufacturing
Xerxes UST Installation
Ronan Leak Detection
Emco Wheaton Phase II EVR
VMI Mechanical Line Leak Detector Installation
VMI Leak Detector Tester
Pneumercator Liquid Level Systems
Red Jacket Technician

This team's expertise with regulations across the industry, including Washington's DOE 90.76 and 173-360 WAC , Oregon DEQ Chapter 340, Division 150, California Air Resources Board, South Coast Air Quality Management District Rule 461 and 1166, San Joaquin APCD Rule 4622, Santa Barbara APCD Rules 315 and 316, California Code of Regulations, California's Title 23, Division 3, chapter 16 (UST Regulations) and Federal Regulations coupled with their extensive service background serves as the foundation of SunWest's capabilities. With each having a familiar name to the regulatory community, they have worked with nearly every agency in the state over their careers. Their strong working relationships with regulators have served to earn them a great deal of respect among our clients.

Project-Specific Designated Personnel

SunWest has selected the following staff for dedication to this project. These selections are designed to cater to the specific needs of the work proposed, your specific organizational requirements, and staff members' experience. Selecting staff with the length and quality of experience to provide the level of service expected, we insure that your program runs smoothly and effectively in compliance with regulatory requirements. SunWest's field personnel are all cross-trained in most fuel system services to allow all technicians or inspectors the opportunity to resolve problems without the dispatch of secondary personnel.

Project Manager: Michael Kissick

- Employee since September 30, 2004
- Manufacturer Certifications:
 - Ameron Dualoy 3000 Install
 - Bravo Gold Cert Install/Testing
 - Franklin Fueling XP Series Pipe Install
 - Double Trac Piping Install
 - Containment Sol. DW Sump Install
 - NOV FRP Systems Install
 - Western FRP Co Flow, Cuffs
 - Western FRP Sump/Piping/Cuff Install
 - Xerxes UST Installer
 - Blueline Technologies Installer # CA-2174
 - Flexing Connectors Install
 - Diversified Products Installer
 - Containment Sol FRP Tanks
 - Icon Installer-New Construction
 - Containment Solutions DW Sumps
 - Icon Installer-New Construction
 - Modern Welding Tank Installer
 - NOV Fiberglass Pipe
- State Certifications:
 - U1-UST Install/Retrofit
 - U2-UST Decommissioning
 - NV Underground Tank Handler
 - OR - Install/Retrofit #26941
 - U1-UST Installation/Retrofit
 - UT-CA UST Service Technician
 - NV UTH # 1175 Underground Storage Tank Handler
 - OR Supervisor Install/Retrofit

Mr. Kissick's extensive field experience in field construction, regulatory compliance, and administrative management presents the basis for coordination of all company assets and staff members to affect a timely response to all client needs and expectations.

From 1981 through 1988, Mr. Kissick worked on the construction of some of the early large commercial facilities built in Southern California. Starting in the mid 1980's, he worked on fuel systems throughout the area as regulations developed and expanded. In 1989, he founded MJK Construction, Inc. which continues today as one of the premier fuel system installation companies in California and Nevada. As regulations expanded, Mr. Kissick began designing fuel systems for telecom facilities, and progressed on to designs for hospitals and other industrial facilities. As the supervisor of all field personnel, he is actively involved on a daily basis with each service technician, and serves as the primary point of contact. His management of the LADPW project will provide LADPW with a single contact for technical questions, coordination and regulatory expertise as well as management level decision making.

Project-Specific Designated Personnel (continued)

Lead Field Technicians:

- **Todd Hansen:**

- Employee since November 16, 2009

- Manufacturer Certifications: (Partial List)

- | | | |
|-----------------------------------|--|------------------------------------|
| • VR Carbon Canister VR-203-204 | • V/R Level 4 Technician | • Icon Installation |
| • Ameron Dualoy 3000 Installer | • Containment Solutions FRP Tank Install | • Icon Repair |
| • Blueline Technologies #CA-2306 | • Diversified Products Installer | • Pneumercator |
| • Bravo D/W Retrofit | • Emco EVR Phase II VR-207-A, VR-208-A | • RCI Tech Fuel Maint System |
| • Bravo National | • EMCO Phase II EVR | • OMNTEC Mfg. Install/Service |
| • Bravo Systems Installer | • Franklin Fuel Phil Tite EVR Phase 1 VR-101-L | • OPW Phase I EVR |
| • CNI EVR Phase 1 EO #VR-104A - E | • Franklin Fueling Flexing Connector | • NOV Fiberglass Systems Bonder |
| • VR Red Jacket MLLD | • Franklin Fueling Healy Stage II VR-201/202-M | • NOV Fiberglass Systems Installer |

- State Certifications:

- U1-UST Installation/Retrofitting
- U4-UST Cathodic Protection
- UC-CA UST System Operator
- UT-CA UST Service Technician
- VI-Vapor Recovery Sys Install and Repair
- VI-Vapor Recovery systems Testing and Repair
- SCAQMD RULE 461 Tester
- U4-UST Cathodic Protection

- Todd will act as lead technician for LADPW facilities. His extensive State-certifications and experience with Vapor Recovery systems testing, Veeder Root monitoring panel certification, programming and troubleshooting, and electrical and mechanical repairs on commercial and industrial fleet and emergency service facilities presents LADPW with the highest skill levels for prompt, immediate resolution to fuel system issues. His in-depth understanding of regulatory compliance requirements insures that LADPW is presented with a well-rounded individual who takes ownership of his work, and has a dedication to compliance through quality workmanship. Holding numerous manufacturer certifications, Todd is highly capable of responding to any fuel system needs.

- **Leonardo Aguilar:**

- Employee since January 15, 2007

- **Manufacturer Certifications:**

- Ameron Dualoy 3000 Install
 - Bravo DW Retrofit
 - Containment Solutions FRP Tank Install
 - Diversified Products Installer
 - EMCO Phase II EVR
 - FMS Programming ICON Level 2 (EVO)
 - Franklin Fuel INCON Level 4
 - Franklin Fueling Flex-Ing Connector
 - Icon Installer
 - NOV Fiberglass Pipe
 - Pneumercator Technician
 - Veeder Root Level 4
 - Veeder-Root TLS-450 Installation and Programming
 - Veeder-Root Vapor Products
 - VST Hanging Hdwr
 - VST ABC Training

- **State Certifications:**

- U1-UST Install/Retrofit
 - UST Installation/Retrofit lic # 26939
 - UT -CA UST Service Technician
 - UC-CA UST System Operator

Leonardo will serve as lead SB989 tester for LADPW. Through his experience with hundreds of tests and repairs, he is familiar with a wide range of containment products and structures. With the goal of a successful test event, Leo begins by visually inspecting each area and making minor repairs and cleaning sumps and containment areas before testing begins, if necessary. He is skilled with making in-field repairs during testing and regulatory compliance requirements. Should permittable repairs be required, he will coordinate with office staff to develop proposals and plans with photographs to present to the client. Also holding Veeder Root level 4 certification, numerous manufacturer and multiple State certifications, Leo is well versed in monitoring certifications, repairs, troubleshooting, and spill bucket testing, presenting LADPW with yet another highly skilled individual in support of the fuel systems as your facilities.

Project-Specific Designated Personnel (continued)

- **Ruben Becerra:**

- Employee since June 15, 2012

- Manufacturer Certifications:

- | | | |
|--|---|-----------------------------------|
| • Bravo D/W Doublewall + Retrofit | • Franklin Fueling Phil Tite EVR PH1 VR-101-1 | • VMI Vaporless LDT-890 Tester |
| • CNI EVR Phase 1 EO #VR104A-E | • Icon Installation | • VMI Vaporless MLLD Install Tech |
| • Containment Solutions FRP Tank Install | • Icon Repair | • VST AB Training |
| • Diversified Products Installer | • NOV Fiberglass Pipe | |
| • Emco Phase II EVR | • Omntec L8000 Series | |
| • Franklin Fueling Flex-ing Connector System | • Pneumercator Tech | |
| • Franklin Fueling Healy State II VR 201-M & 202-M | • Red Jacket MLLD Install/Tshoot | |
| • Franklin Fueling ICON Level 1 (EVO) | • Ronan X76 Leak Detector | |

- State Certifications:

- UC-CA UST System Operator
 - UT-CA Service Tech
 - VI-Vapor Recovery System Install and Repair
 - UC-CA UST System Operator

- With over 15 years' experience servicing retail and commercial/industrial fleet and emergency fuel systems, Ruben is highly skilled in system certification, testing, mechanical and electrical repairs and troubleshooting. Holding Veeder Root Level 4 certification as well as numerous other monitoring panel systems certifications, multiple State and manufacturer certifications, Ruben has a meticulous ethic and approach to his work. Highly capable of handling any fuel system issues which arise, Ruben has an in-depth knowledge of the regulatory requirements of the various agencies having jurisdiction over the LADPW facilities. His expertise provides comprehensive support to your compliance goals.

Compliance Management: Mike Barber

- Employee since December 27, 1999

With a background in environmental project management services, Mike serves as SunWest's compliance manager for all clients and company operations. Holding position on the committee which develops the examinations for all California ICC certifications, Mike has close working relationships with individuals in nearly every local and State agency which has jurisdiction over underground and aboveground fuel systems. In regular communication with agency representatives Mike is able to provide insights into the situations which lead to regulation changes and anticipate the effect such changes may have on our customer's facilities or procedures. This insight is an invaluable tool in keeping our clients in compliance.

He reviews all incoming test reports to insure that on-site documentation requirements are being met and to insure that clients are made aware of any deficiencies. He acts as a liaison for clients with compliance issues and seeks to resolve any questions or conflicts which may arise.

Workplan

The following describes, in detail; those services as required to meet the requirements of this RFP. Field staff assigned to this project with qualifications will be as detailed in the section Project Specific Personnel. All assigned personnel meet or exceed the training requirements of each task.

Each field employee of SunWest is required to wear company-issued uniform shirts with company logo. Each employee is issued a SunWest identification badge and are required to wear these badges in plain view at all times.

Emergency Contact information for this project is as follows:

Primary Contact: Michael Kissick, Project Manager	Cell: [REDACTED] Home: [REDACTED] Email: mkissick@sunwestengineering.com
Secondary Contact: Michael Barber, General Manager	Cell: [REDACTED] Home: [REDACTED] Email: mbarber@sunwestengineering.com
Backup Contact: Pamela Lawrence, President	Cell: [REDACTED] Home: [REDACTED] Email: plawrence@sunwestengineering.com

LADPW personnel are encouraged to contact any of these listed personnel directly. All SunWest field staff report directly to Michael Kissick as Project Manager.

Response Times:

SunWest is available with qualified technicians 24/7/365 should an emergency arise. Each technician is on a rotating "on-call" status every 5 weeks. Response times are typically within 2 hours, depending upon location. During regular business hours, SunWest averages a 2 hour response time.

Staffing:

Primary staffing for this project will be as presented in the section Project Specific Personnel. Additional staff members may be assigned as necessary. Any additional field staff members assigned to this project meet or exceed the requirements of manufacturer and state certification required by this RFP.

Workplan (continued)

UST/AST MONITORING SYSTEM CERTIFICATION

- Facility arrival will be communicated to designated facility contact
- Health & Safety Plans and confined space entry protocols will be observed
- Setup traffic barriers, don personal –protective equipment, observe lock-out/tag out procedures, take note of fuel shutoff valves and pump electrical disconnects as necessary to ensure safety during tank system inspection and testing
- Service technicians shall hold current training certification as evidenced by a certificate of training issued by the manufacturer(s) of the underground storage tank system components
- Service technicians shall possess a current certificate from the International Code Council (ICC) for the work being performed in accordance with state regulations.
- Test equipment will meet manufacture or industry standards for construction, size, resolution, be confirmed operational, and calibrated as required
- Monitoring system set-up reviewed to ensure proper settings
- Insure that all monitoring equipment operational per manufacturer's specifications
- All sensors will be visually inspected, functionally tested, and confirmed operational and properly positioned
- SWRCB Monitoring System Certification will be completed to document testing and servicing of the monitoring equipment (*for example of forms, see Quality Assurance section*)
- All deficiencies will be immediately communicated to designated facility contact
- Man way and inspection port gaskets and surfaces will be cleaned prior to returning the system to operational condition
- All test results will be submitted with print out from monitoring panel evidencing all alarms conditions created during functional testing and All Systems Normal condition upon completion of testing.

UST/AST VAPOR RECOVERY SYSTEM (AIR QUALITY MANAGEMENT DISTRICT & CARB) CERTIFICATION WITH BOOM LIFT

- During scheduling, the minimum total unleaded ullage will be communicated to the designated facility contact
- Facility arrival will be communicated to designated facility contact
- Health & Safety Plans and confined space entry protocols will be observed
- Setup traffic barriers, don personal –protective equipment, observe lock-out/tag out procedures, take note of fuel shutoff valves and pump electrical disconnects as necessary to ensure safety during tank system inspection and testing
- Service technicians shall hold current training certification as evidenced by a certificate of training issued by the manufacturer(s) of the underground storage tank system components
- Service technicians shall possess a current certificate from the International Code Council (ICC) for the work being performed in accordance with state regulations.
- Technician shall possess current Air Quality Management District certifications
- Test equipment will meet CARB standards for construction, size, resolution, be confirmed operational, and calibrated as required
- Technician shall review facility's current Air Quality Management District Permits-to-Operate, CARB Executive Orders, and Installation, Operation and Maintenance Manual for required test procedures and necessary forms for submittal and performs the required testing (*for example of forms, see Quality Assurance section*)
- Technician shall Immediately relate Pass/Fail results to the designated facility contact and Air Quality Management District within the respective agency's required timeframe

Workplan (continued)

UST/AST VAPOR RECOVERY SYSTEM (AIR QUALITY MANAGEMENT DISTRICT & CARB) CERTIFICATION WITH BOOM LIFT (continued)

Boom Lift Set Up for P/V Vent Valve and Carbon Canister Testing

- a) Worker(s) shall be properly trained in the safe use of the equipment.
- b) Maintain and operate elevating work platforms according to the manufacturer's instructions.
- c) Never override hydraulic, mechanical, or electrical safety devices.
- d) Never move the equipment with workers in an elevated platform unless this is permitted by the manufacturer.
- e) Do not allow workers to position themselves between overhead hazards, such as joists and beams, and the rails of the basket.
- f) Maintain a minimum clearance of at least 10 feet, or 3 meters, away from the nearest energized overhead lines.
- g) Always treat power lines, wires and other conductors as energized, even if they are down or appear to be insulated.
- h) Use a body harness or restraining belt with a lanyard attached to the boom or basket to prevent the worker(s) from being ejected or pulled from the basket.
- i) Use outriggers
- j) Do not exceed the load limits of the equipment. Allow for the combined weight of the worker, tools and materials.

SECONDARY CONTAINMENT TESTING

- Facility arrival will be communicated to designated facility contact
- Health & Safety Plans and confined space entry protocols will be observed
- Setup traffic barriers, don personal –protective equipment, observe lock-out/tag out procedures, take note of fuel shutoff valves and pump electrical disconnects as necessary to ensure safety during tank system inspection and testing
- Service technicians shall hold current training certification as evidenced by a certificate of training issued by the manufacturer(s) of the underground storage tank system components
- Service technicians shall possess a current certificate from the International Code Council (ICC) for the work being performed in accordance with state regulations.
- Test equipment will meet manufacture or industry standards for construction, size, resolution, be confirmed operational, and calibrated as required
- Tests shall be performed in accordance with manufacturer's guidelines or standards. For equipment with no manufacturer guidelines, an industry code or engineering standard will be utilized

Workplan (continued)

SECONDARY CONTAINMENT TESTING (continued)

Vacuum Interstitial Space Test

- a) Open lid to interstitial space.
- b) Remove interstitial space sensor1 (disconnecting cable should not be necessary) and protect from damage.
- c) Install test adapter and connect to vacuum pump.
- d) Connect the vacuum pump to the test gauge assembly and slowly apply 10" hg. After establishing a stable vacuum of 10" hg vacuum with no decrease for one hour, maintain this vacuum for one additional hour (two additional hours for tanks 20,000-gallons or greater). At the end of the test period if the vacuum reading does not decrease below the established vacuum of 10" hg the test is complete.
- e) Log all results on State Water Resources Control Board Secondary Containment Testing Report Form.
- f) If results indicate a failure: slowly release any remaining vacuum, repair2 and retest. If after a second test, the tank does not hold a vacuum, the test will be considered not liquid tight.
- g) If results indicate a pass: slowly release vacuum and return system to its original configuration.

Pneumatic Secondary Piping Test

- a) Push test donut into compression seal at cuff or into bulkhead fitting.
- b) Seal test donut to compression seal at cuff or to bulkhead fitting with stainless steel clamp provided. Torque clamps 1 to 2 foot-pounds.
- c) Pressurize secondary pipe with nitrogen to 5 psi, allow pressure to stabilize for 10 minutes, and maintain pressure for 60 minutes. If pressure is maintained, lines are tight.
- d) Log all results on State Water Resources Control Board Secondary Containment Testing Report Form.
- e) If results indicate a failure: slowly release any remaining pressure, repair2 and retest. If after a second test, the piping does not hold pressure, the test will be considered not liquid tight.
- f) If results indicate a pass: slowly release pressure and loosen clamps holding test donuts. Back off donuts. Note: Do not cut test donuts off as they may be needed for future air pressure tests.

Hydrostatic Fill/Piping/Turbine Sump, Spill Bucket, And Dispenser Pan Test

- a) Inspect for fuel. If fuel is present, remove fuel and recycle or dispose according to federal, state, and local guidelines.
 - b) Remove sensor1 (disconnecting cable should not be necessary) and protect from damage.
 - c) Seal off all secondary containment piping. Cold pressure-wash containment using Environmental Chemical Solutions, Inc. FM 186-5 solution. Spot cleaning may be performed with Environmental Chemical Solutions, Inc. FM 186-2 solution.
 - d) Remove generated rinsate with shop rags and/or drum and label for disposal by client.
 - e) Fill containment with clean water to 2 " above the highest penetration. Wait 60 minutes before proceeding with test.
 - f) Install Incon Sump Testing System (TS-STs) hydrostatic tester according to manufactures guidelines and precede with testing. Proceed with two consecutive 15-minute tests on each containment area. If the results of the tests are -0.002 inches or less, the test is considered a pass.
 - g) Log all results on State Water Resources Control Board Secondary Containment Testing Report Form.
 - h) If results indicate a failure: remove water, repair2 and retest. If after a second series of tests, the containment does not pass, the test will be considered not liquid tight.
 - i) If results indicate a pass: remove water3 and return sump to its original configuration.
- Test results will be recorded on the SWRCB, Secondary Containment Testing Report (*for example of forms, see Quality Assurance section*)
 - All deficiencies will be immediately communicated to designated facility contact
 - Man way and inspection port gaskets and surfaces will be cleaned prior to returning the system to operational condition

Quality Assurance Program

We continue our tradition of transparency and accountability with our proprietary **Fueltrac** system. Recognizing the need for auditable activities while effectively tracking hundreds of facilities, hundreds of deadlines across hundreds of regulatory agencies in multiple states, the management team at SunWest collaborated with experts in the field of service dispatching software development and document image storage to develop a proprietary software that eliminates the potential for missed deadlines, insures proper matching of technician certifications to job type, provides customizable report generation and insures your regulatory paperwork is filed timely.


- Interlinks scheduling, agency and client pre/post work notifications and alerts, regulatory agency forms
- Provides real-time tracking of field work and constant status updates
- Provides immediate upload of field reports and service records
- Tracks document submissions to agencies, tracks QA/QC review process
- Publishes upcoming event notices and reports
- Electronically stores completed documentation
- Provides on-line access to reports/records and custom report generation by clients.
- Provides audit trail from request receipt through billing, including document images
- Insures consistency in data, recurring event schedules and published reports
- Requires site-specific health and safety documentation to be completed prior to work start, insuring compliance with Cal-OSHA requirements and clients health and safety programs
- Allows immediate access by field personnel to site-related protocols, photographs, and other critical information

Coordinating with state regulators, we have adopted state-approved electronic protocols which will further expedite and secure the work produced by our field staff by allowing the use of digital signatures on field generated reports. We are currently working with State advisory groups to our industry to introduce even more advanced document delivery options which will further reduce costs and provide greater coordination with State regulators.

Facility Status

ONLINE WEB ACCESS TO YOUR FACILITY STATUS

Welcome, Admin Preferences Help Logout

Site Status 

Groups Site: System Auto Refresh Custom


Status Alarms Compliance Inventory Usage Forecast Setup Grouping Report Chart

(Home) City of Las Vegas

<input type="checkbox"/>	Site Name	System	Tank	Sensor	Line	Inventory	Other	Poling	Last Updated	Status
<input type="checkbox"/>	EVSC	OK	OK	OK	OK	OK	OK	OK	6/8/2005 1:01 AM	
<input type="checkbox"/>	Free Station #1									Alarm
<input type="checkbox"/>	Free Station #10	OK	OK	OK	OK	OK	OK	OK	6/8/2005 1:12 AM	
<input type="checkbox"/>	Free Station #2	OK	OK	OK	OK	OK	OK	OK	6/8/2005 1:06 AM	
<input type="checkbox"/>	Free Station #4									
<input type="checkbox"/>	Free Station #41									
<input type="checkbox"/>	Free Station #42									
<input type="checkbox"/>	Free Station #43									
<input type="checkbox"/>	Free Station #44									
<input type="checkbox"/>	Free Station #45									
<input type="checkbox"/>	Free Station #5									
<input type="checkbox"/>	Free Station #7									
<input type="checkbox"/>	Free Station #9									
<input type="checkbox"/>	Satellite									
<input type="checkbox"/>	WPCF									
<input type="checkbox"/>	WVSC									

ONLINE WEB ACCESS TO YOUR FACILITY INVENTORY DATA











Welcome, Customer Help Logout

Site Inventory 

Groups Main System Auto Refresh Custom

Status Alarms Compliance Inventory Usage Forecast Setup Grouping Report Chart

(Home)

Image	Site Name	ID	Name	Product	Status	Level	Gross Volume	Usage	Water Level	Temp	Min Capacity	Capacity %	Last Updated
	EVSC		T1 Tank 1 UNLACED	OK	41.72	10,263.0	13,051.0	0.00	76.43	23.354	43.9	6/8/2005 1:01 AM	
	EVSC		T3 Tank 3 DIESEL	OK	70.52	9,647.0	3,980.0	0.00	81.49	11.627	83.0	6/8/2005 1:01 AM	
	EVSC		T4 Tank 4 WASTE OIL	OK	29.07	845.0	1,540.0	1.25	79.11	2.408	36.1	6/8/2005 1:01 AM	
	Free Station #10		T1 Tank 1 DIESEL	OK	47.07	2,770.0	782.0	0.00	75.92	3.582	76.0	6/8/2005 1:12 AM	
	Free Station #1		T1 Tank 1 DIESEL	OK	33.20	1,801.0	2,157.0	1.30	77.99	3.975	45.7	6/8/2005 1:06 AM	
	Free Station #1		T1 Tank 1 DIESEL	OK	34.39	1,886.0	2,072.0	1.06	78.03	3.970	47.8	6/8/2005 1:05 AM	
	Free Station #1		T1 Tank 1 DIESEL	OK	36.73	2,053.0	1,905.0	0.80	75.01	3.958	51.9	6/8/2005 1:11 AM	
	Free Station #1		T1 Tank 1 DIESEL	OK						3.969	66.9	6/8/2005 1:07 AM	
	Free Station #1		T1 Tank 1 DIESEL	OK						3.958	86.8	6/8/2005 1:13 AM	
	Free Station #1		T1 Tank 1 DIESEL	OK						3.966	60.4	6/8/2005 1:14 AM	

Page 1 of 2 Next List

E-MAILED STATUS

EVSC
(Exception Management Construction)

Site: EVSC
Site: EVSC

Event date/Time: Monday, May 23, 2005 1:01 AM
Event description: Tank 2 - Active

Alarm Information:

Date/Time: Wednesday, May 18, 2005 12:30 PM
Description: Delivery needed warning
Category: EVSC
Service: Tank 2
Status: Active

Current Inventory

	T1	T2	T3
Name	Tank 1	Tank 2	Tank 3
Product Name	UNLACED TANK	DIESEL TANK 2	DIESEL TANK 3
Product Level	57.15	27.13	46.83
Water Level	0.00	0.00	0.00
Gross Volume	6,227.0	2,338.2	6,152.0
Gross Water Volume	0.0	0.0	0.0
Usage	3,775.0	7,662.2	3,046.0
Net Volume	6,171.0	2,322.8	6,122.0
Temperature	72.15	74.90	70.98

PAGER

From: fueltrac

Wednesday, May 18, 2005
6:01 PM
Delivery Needed Warning
Inventory
Tank 2 - Active

Quality Assurance Program

Policies and Procedures

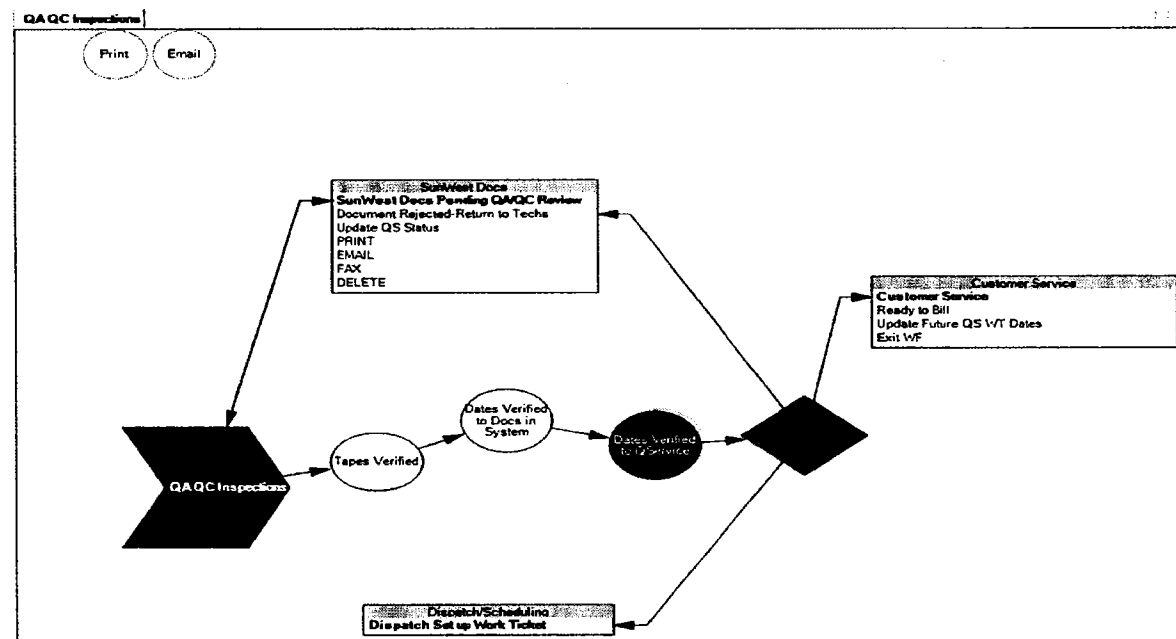
Field-Generated Documentation Procedures

SunWest utilizes a paperless tracking system to manage all field-generated reports and facility related documentation. Each document received from the field or received on behalf of a client (i.e. permit copies) is indexed to identify the document type, client name and ID, location, pertinent dates, and description. Thereafter, each document in SunWest's system is easily searchable using any of these index values.

Each document entered into SunWest's system contains an expiration date and 90 days prior to the expiration date; alert messages are sent to SunWest personnel for comparison to dispatch schedules to insure that upcoming scheduled test events comply with expiring test dates.

Incoming field-generated reports are electronically submitted into SunWest's paperless workflow. The report type dictates which QA/QC review process the document enters Inspection report review (Figure 1) or Test report review (Figure 2).

Figure 1:

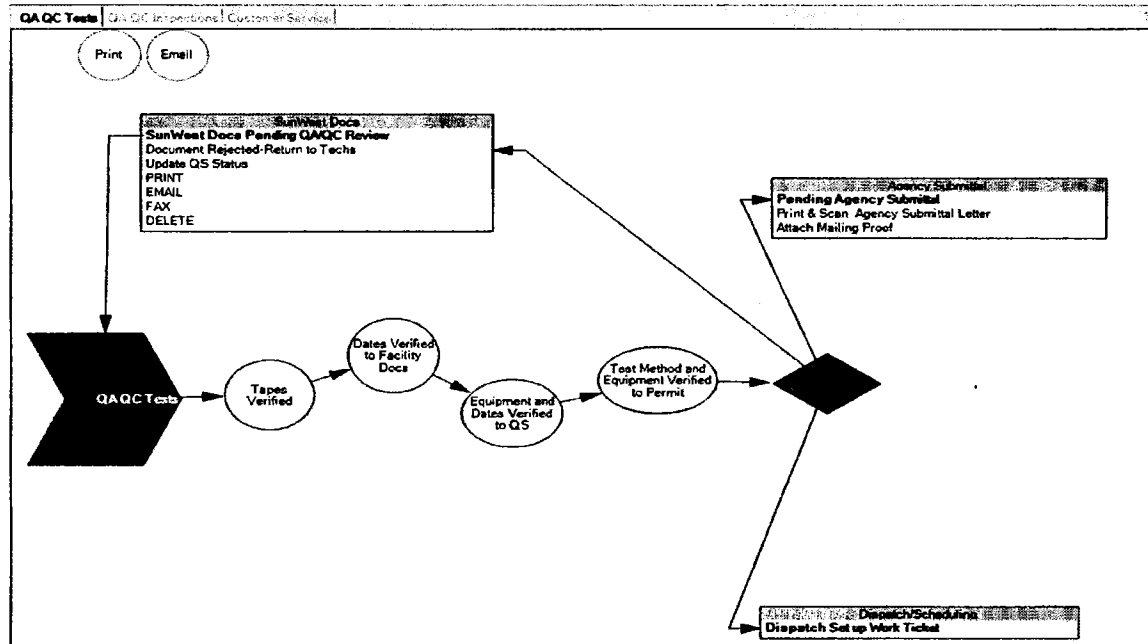


Quality Assurance Program (continued)

Policies and Procedures

Field-Generated Documentation Procedures

Figure 2



Report documents move through the workflow, with various site specific information being compared to other documents or information for the facility.

Each document has an auditable history log for accountability tracking.

end To: Print & Scan Agency 5

Audit History		
Date Time	User	Action
7/3/2014 1:24:06 PM	Mike P. Barber	Index - Summary
7/3/2014 1:24:06 PM	Mike P. Barber	Create
7/3/2014 1:24:06 PM	Mike P. Barber	Add Page
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:24:06 PM	Mike P. Barber	Property Add
7/3/2014 1:25:07 PM	Mike P. Barber	Workflow Move
7/3/2014 1:25:07 PM	Mike P. Barber	Workflow Move
7/3/2014 1:25:32 PM	Mike P. Barber	Add Page
7/3/2014 1:25:32 PM	Mike P. Barber	Add Page
7/3/2014 1:25:32 PM	Mike P. Barber	Add Page

Quality Assurance Program (continued)

Policies and Procedures

Field Activity Procedures-Setup and Scheduling

SunWest utilizes a combination of technologies to not only insure that field services are scheduled in a timely manner, but also completed in accordance with industry standards, regulatory requirements, and facility-specific requirements.

Beginning with our facility set up, each site has specific notes added to alert field technicians of any site-specific requirements. In the example below, it reflects that SB989 Testing requires 2 days due to the facility's size. Additional notes such as Holiday Schedules are included in all facility set up notes.

Search | Quick Search | Customers | Contracts | Work Orders | Agreements | Equipment | Projects

Customer Information

Customer ID: 1277 Customer Name: LADPW Customer Type: C Customer Class: C Customer Status: C

Price Discount ID: 01/25/2014 Customer Service: All 45 Credit Limit: 0

Payment Terms: Credit Card C Expiration Date: 01/25/2014

Billing Address: 1277 E. Main St. P.O. Box 7508, Alhambra, CA 91802-7508

Location Information

Location ID: LADPW-02 Location Name: Baldwin Park Shop Location Type: Payment Terms: Price Discount ID: Location Balance: 0.00

Phone 1: (626) 337-1277 Phone 2: Phone 3: Phone 4: Address 1: 1471 E. Main St. Address 2: Address 3: Address 4: City: State: Zip: Lat: Long: Default Tech: Service Area: Email: Map Grid: Location Notes: Location Directions: Customer Field: FACILITY REQUIRES 2 DAYS FOR SB989 TESTING

Customer Actions

- 1-1 Add Customer
- 1-1 Move to Trash
- 1-1 Print Report
- 1-1 Additional Notes
- 1-1 Personal Messages
- 1-1 Mailbox SA
- 2-1 Add Location
- 2-1 Location from list
- 2-1 Move to Trash
- 2-1 Print Report
- 2-1 Additional Notes
- 2-1 Activity

Location Options

- 1-1 Add Sub Location
- 1-1 Document External
- 1-1 Attach Picture/Doc
- 1-1 Change Location ID

Save Undo

Attach Picture/Document

Document Name	Date	Work Ticket ID	Description
2130398 proposal rev1.PDF	05/05/2014		Monitoring System
2130398 Approved.pdf	05/05/2014		Monitoring System
2130398 proposal.PDF	08/27/2013		
J-II Alarm Wiring.jpg	07/10/2013		
Annex 2130129.pdf	05/28/2013		

Document Name: J-II Alarm Wiring.jpg Date: 7/10/2013

Description:

Picture Preview

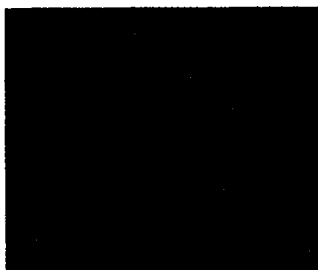
Save Undo

Quality Assurance Program (continued)

Policies and Procedures

Field Activity Procedures –Setup and Scheduling

Each facility's test anniversary dates are set up on a cost-code basis with automatic work ticket generation occurring a minimum of 60 days in advance of the anniversary date. This automatic generation insures timely scheduling with agency representatives and staff coordination.



The screenshot displays a software interface for project management and scheduling. The top section shows project information including Project ID, Customer, Location, Create Date, Start Date, and Description. Below this, there is a 'Project Details' section with fields for Project Status, Project Type, and Project Manager. The main area is divided into two panes. The left pane shows a tree view of tasks, with '2000000-1' selected. The right pane shows a detailed view of the selected task, including a table of resources and their associated costs. The table has columns for Item Type, Est. Cost, Actual Cost, Resources, Est. Price, and Labor. The bottom section of the interface shows a summary of costs and resources, including a table with columns for Item Type, Est. Cost, Actual Cost, Resources, Est. Price, and Labor.

Item Type	Est. Cost	Actual Cost	Resources	Est. Price	Labor
Services	\$0.00	\$0.00	\$0.00	\$0.00	
Labor	\$0.00	\$0.00	\$0.00	\$0.00	
Fuel	\$0.00	\$0.00	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	
Material	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$0.00	\$0.00	\$0.00	\$0.00	

Field Activity Procedures – Technician Tracking/ Testing Procedures

SunWest utilizes GPS tracking technologies to verify technician arrival and departure times from client facilities. This information is compared against historical records of similar work to insure that site times coordinate with work assignments. Technicians are also required to check in with site personnel and record the names of those on site witnessing their work.

Most testing procedures performed by SunWest utilize equipment which produces a printed record of the test event or procedure. These printed records are compared to information known about the facility including permit information, fuel inventory levels at the time of the event (where access is provided to such information), equipment installed at the site, and monitoring system data to verify the validity of the technician's test data.

Policies and Procedures

Incorporating our FuelTrac program, SunWest utilizes all state or local agency-approved forms for reporting test results and inspection findings. We are able to tailor the delivery of these forms to the technicians according to agency, event, and facility. For example, if a technician was performing a monitoring system certification along with a Designated Operator inspection in a particular agency's jurisdiction, he would be presented any agency-specific forms along with any state-recommended forms, as well as any facility forms preferred by our clients.

[illegible]

Quality Assurance Program (continued)

Inspection Fundamentals

(Specific Information on each inspection/test method is presented in the Work Plan section of this publication.)

SunWest's Quality Assurance Program has been developed with input from clients, agency representatives, management, and field personnel. Overseeing this program is Michael Barber, General Manager. Mike's involvement with agency committee members provides valuable insight into regulatory compliance and industry standards. His in-depth experience with field operations, procedures and field personnel as well as the tools and technologies used by SunWest personnel on all levels provides him the perspective to review all operations with a critical eye to insure that every aspect of the program meets or exceeds industry standards of accuracy and validity. Mr. Barber personally reviews all incoming test reports, and has authority to reject reports for clerical errors as well as demand a complete reschedule of the work, should that rare occasion be required. Under Mr. Barber's supervision is Justin Trelstad. Justin review inspection reports including Designated Operator Inspections, SPCC inspections and weekly and monthly GDF inspection reports.

Included in this section, we have included copies of the forms typically utilized by our field personnel in their daily activities. These forms are transmitted directly from the field to SunWest's FuelTrac system for QA/QC review as described above. Should an error or deficiency be noted in the submitted report, the form is rejected and returned to the technician for correction. Corrected reports are then submitted to the full QA/QC review process upon their return.

Quality Control Documentation Review and Reporting

SunWest's FuelTrac system acts as a repository for all current and historical documents relating to our contracted facilities. The following documents are maintained on every client and facility serviced by SunWest:

- Original contract document
- Initial work orders
- Service completion orders
- Invoices
- Test results and associated test evidence
- Inspection Reports
- Site Photos
- Facility permits and regulatory documentation
- Site survey results
- Agency correspondence and inspection reports

Access to these records is available to clients and SunWest personnel in accordance with security parameters and protocols. SunWest field personnel have remote access to previous test reports and facility permit records should they need to re-post such documents on site. Clients have full access to any required information desired.

Customize Reports / View Specific Location Data from our Secure Web Portal

SUNWEST
Engineering Solutions, Inc.
License #: 700100

Username: Michael Butler
Customer: Sunwest, California, Inc.

Links
Home
Customer Information
Customer Locations
Work Orders
Invoicing
Reports
Help

Customer Locations

Location Name	Address	City/State
101 Sunwest Blvd	101 Sunwest Blvd	San Jose, CA 95128
102 Sunwest Blvd	102 Sunwest Blvd	San Jose, CA 95128
103 Sunwest Blvd	103 Sunwest Blvd	San Jose, CA 95128
104 Sunwest Blvd	104 Sunwest Blvd	San Jose, CA 95128
105 Sunwest Blvd	105 Sunwest Blvd	San Jose, CA 95128
106 Sunwest Blvd	106 Sunwest Blvd	San Jose, CA 95128
107 Sunwest Blvd	107 Sunwest Blvd	San Jose, CA 95128
108 Sunwest Blvd	108 Sunwest Blvd	San Jose, CA 95128
109 Sunwest Blvd	109 Sunwest Blvd	San Jose, CA 95128
110 Sunwest Blvd	110 Sunwest Blvd	San Jose, CA 95128
111 Sunwest Blvd	111 Sunwest Blvd	San Jose, CA 95128
112 Sunwest Blvd	112 Sunwest Blvd	San Jose, CA 95128
113 Sunwest Blvd	113 Sunwest Blvd	San Jose, CA 95128
114 Sunwest Blvd	114 Sunwest Blvd	San Jose, CA 95128
115 Sunwest Blvd	115 Sunwest Blvd	San Jose, CA 95128
116 Sunwest Blvd	116 Sunwest Blvd	San Jose, CA 95128
117 Sunwest Blvd	117 Sunwest Blvd	San Jose, CA 95128
118 Sunwest Blvd	118 Sunwest Blvd	San Jose, CA 95128
119 Sunwest Blvd	119 Sunwest Blvd	San Jose, CA 95128
120 Sunwest Blvd	120 Sunwest Blvd	San Jose, CA 95128

SUNWEST
Engineering Solutions, Inc.
License #: 700100

Username: Michael Butler
Customer: Sunwest, California, Inc.

Links
Home
Customer Information
Customer Locations
Work Orders
Invoicing
Reports
Help

Report
Version of Report: 1.0

Criteria
Date: Between 6/15/2012 and 6/15/2012
Facility: [Select]
Service Type: [Select]
Equipment Type: [Select]

Select Columns and Columns Display Order:

Available Columns	Selected Columns
Customer	Customer
Location	Location
Work Order	Work Order
Equipment Type	Equipment Type
Service Type	Service Type
Facility	Facility

Sort By

Available Columns	Selected Columns
Customer	Customer
Location	Location
Work Order	Work Order
Equipment Type	Equipment Type
Service Type	Service Type
Facility	Facility

Execute Report

SUNWEST
Engineering Solutions, Inc.
License #: 700100

Username: Michael Butler
Customer: Sunwest, California, Inc.

Links
Home
Customer Information
Customer Locations
Work Orders
Invoicing
Reports
Help

Customer Locations

Location Name	Address	City/State	Total
101 Sunwest Blvd	101 Sunwest Blvd	San Jose, CA 95128	242.36
102 Sunwest Blvd	102 Sunwest Blvd	San Jose, CA 95128	242.36
103 Sunwest Blvd	103 Sunwest Blvd	San Jose, CA 95128	242.36
104 Sunwest Blvd	104 Sunwest Blvd	San Jose, CA 95128	242.36
105 Sunwest Blvd	105 Sunwest Blvd	San Jose, CA 95128	242.36
106 Sunwest Blvd	106 Sunwest Blvd	San Jose, CA 95128	242.36
107 Sunwest Blvd	107 Sunwest Blvd	San Jose, CA 95128	242.36
108 Sunwest Blvd	108 Sunwest Blvd	San Jose, CA 95128	242.36
109 Sunwest Blvd	109 Sunwest Blvd	San Jose, CA 95128	242.36
110 Sunwest Blvd	110 Sunwest Blvd	San Jose, CA 95128	242.36
111 Sunwest Blvd	111 Sunwest Blvd	San Jose, CA 95128	242.36
112 Sunwest Blvd	112 Sunwest Blvd	San Jose, CA 95128	242.36
113 Sunwest Blvd	113 Sunwest Blvd	San Jose, CA 95128	242.36
114 Sunwest Blvd	114 Sunwest Blvd	San Jose, CA 95128	242.36
115 Sunwest Blvd	115 Sunwest Blvd	San Jose, CA 95128	242.36
116 Sunwest Blvd	116 Sunwest Blvd	San Jose, CA 95128	242.36
117 Sunwest Blvd	117 Sunwest Blvd	San Jose, CA 95128	242.36
118 Sunwest Blvd	118 Sunwest Blvd	San Jose, CA 95128	242.36
119 Sunwest Blvd	119 Sunwest Blvd	San Jose, CA 95128	242.36
120 Sunwest Blvd	120 Sunwest Blvd	San Jose, CA 95128	242.36

Appendix VI

(Copies of Monitoring System Certification form and UST Monitoring Plot Plan available at <http://www.waterboards.ca.gov>.)

MONITORING SYSTEM CERTIFICATION

For Use By All Jurisdictions Within the State of California

Authority Cited: Chapter 6.7, Health and Safety Code; Chapter 16, Division 3, Title 23, California Code of Regulations

This form must be used to document testing and servicing of monitoring equipment. A separate certification or report must be prepared for each monitoring system control panel by the technician who performs the work. A copy of this form must be provided to the tank system owner/operator. The owner/operator must submit a copy of this form to the local agency regulating UST systems within 30 days of test date.

A. General Information

Facility Name: _____ Bldg. No.: _____

Site Address: _____ City: _____ Zip: _____

Facility Contact Person: _____ Contact Phone No.: (____) _____

Make/Model of Monitoring System: _____ Date of Testing/Servicing: ____/____/____

B. Inventory of Equipment Tested/Certified

Check the appropriate boxes to indicate specific equipment inspected/serviced:

<p>Tank ID: _____</p> <p><input type="checkbox"/> In-Tank Gauging Probe. Model: _____</p> <p><input type="checkbox"/> Annular Space or Vault Sensor. Model: _____</p> <p><input type="checkbox"/> Piping Sump / Trench Sensor(s). Model: _____</p> <p><input type="checkbox"/> Fill Sump Sensor(s). Model: _____</p> <p><input type="checkbox"/> Mechanical Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Electronic Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Tank Overfill / High-Level Sensor. Model: _____</p> <p><input type="checkbox"/> Other (specify equipment type and model in Section E on Page 2).</p>	<p>Tank ID: _____</p> <p><input type="checkbox"/> In-Tank Gauging Probe. Model: _____</p> <p><input type="checkbox"/> Annular Space or Vault Sensor. Model: _____</p> <p><input type="checkbox"/> Piping Sump / Trench Sensor(s). Model: _____</p> <p><input type="checkbox"/> Fill Sump Sensor(s). Model: _____</p> <p><input type="checkbox"/> Mechanical Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Electronic Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Tank Overfill / High-Level Sensor. Model: _____</p> <p><input type="checkbox"/> Other (specify equipment type and model in Section E on Page 2).</p>
<p>Tank ID: _____</p> <p><input type="checkbox"/> In-Tank Gauging Probe. Model: _____</p> <p><input type="checkbox"/> Annular Space or Vault Sensor. Model: _____</p> <p><input type="checkbox"/> Piping Sump / Trench Sensor(s). Model: _____</p> <p><input type="checkbox"/> Fill Sump Sensor(s). Model: _____</p> <p><input type="checkbox"/> Mechanical Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Electronic Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Tank Overfill / High-Level Sensor. Model: _____</p> <p><input type="checkbox"/> Other (specify equipment type and model in Section E on Page 2).</p>	<p>Tank ID: _____</p> <p><input type="checkbox"/> In-Tank Gauging Probe. Model: _____</p> <p><input type="checkbox"/> Annular Space or Vault Sensor. Model: _____</p> <p><input type="checkbox"/> Piping Sump / Trench Sensor(s). Model: _____</p> <p><input type="checkbox"/> Fill Sump Sensor(s). Model: _____</p> <p><input type="checkbox"/> Mechanical Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Electronic Line Leak Detector. Model: _____</p> <p><input type="checkbox"/> Tank Overfill / High-Level Sensor. Model: _____</p> <p><input type="checkbox"/> Other (specify equipment type and model in Section E on Page 2).</p>
<p>Dispenser ID: _____</p> <p><input type="checkbox"/> Dispenser Containment Sensor(s). Model: _____</p> <p><input type="checkbox"/> Shear Valve(s). Model: _____</p> <p><input type="checkbox"/> Dispenser Containment Float(s) and Chain(s). Model: _____</p>	<p>Dispenser ID: _____</p> <p><input type="checkbox"/> Dispenser Containment Sensor(s). Model: _____</p> <p><input type="checkbox"/> Shear Valve(s). Model: _____</p> <p><input type="checkbox"/> Dispenser Containment Float(s) and Chain(s). Model: _____</p>
<p>Dispenser ID: _____</p> <p><input type="checkbox"/> Dispenser Containment Sensor(s). Model: _____</p> <p><input type="checkbox"/> Shear Valve(s). Model: _____</p> <p><input type="checkbox"/> Dispenser Containment Float(s) and Chain(s). Model: _____</p>	<p>Dispenser ID: _____</p> <p><input type="checkbox"/> Dispenser Containment Sensor(s). Model: _____</p> <p><input type="checkbox"/> Shear Valve(s). Model: _____</p> <p><input type="checkbox"/> Dispenser Containment Float(s) and Chain(s). Model: _____</p>
<p>Dispenser ID: _____</p> <p><input type="checkbox"/> Dispenser Containment Sensor(s). Model: _____</p> <p><input type="checkbox"/> Shear Valve(s). Model: _____</p> <p><input type="checkbox"/> Dispenser Containment Float(s) and Chain(s). Model: _____</p>	<p>Dispenser ID: _____</p> <p><input type="checkbox"/> Dispenser Containment Sensor(s). Model: _____</p> <p><input type="checkbox"/> Shear Valve(s). Model: _____</p> <p><input type="checkbox"/> Dispenser Containment Float(s) and Chain(s). Model: _____</p>

*If the facility contains more tanks or dispensers, copy this form. Include information for every tank and dispenser at the facility.

C. Certification - I certify that the equipment identified in this document was inspected/serviced in accordance with the manufacturers' guidelines. Attached to this Certification is information (e.g. manufacturers' checklists) necessary to verify that this information is correct and a Plot Plan showing the layout of monitoring equipment. For any equipment capable of generating such reports, I have also attached a copy of the report; (check all that apply):

☐ System set-up ☐ Alarm history report

Technician Name (print): _____ Signature: _____

Certification No.: _____ License No.: _____

Testing Company Name: _____ Phone No.: (____) _____

Testing Company Address: _____ Date of Testing/Servicing: ____/____/____

Software Version Installed:

<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Is the audible alarm operational?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Is the visual alarm operational?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Were all sensors visually inspected, functionally tested, and confirmed operational?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Were all sensors installed at lowest point of secondary containment and positioned so that other equipment will not interfere with their proper operation?
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	If alarms are relayed to a remote monitoring station, is all communications equipment (e.g. modem) operational?
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For pressurized piping systems, does the turbine automatically shut down if the piping secondary containment monitoring system detects a leak, fails to operate, or is electrically disconnected? If yes: which sensors initiate positive shut-down? <i>(Check all that apply)</i> <input type="checkbox"/> Sump/Trench Sensors; <input type="checkbox"/> Dispenser Containment Sensors. Did you confirm positive shut-down due to leaks <u>and</u> sensor failure/disconnection? <input type="checkbox"/> Yes; <input type="checkbox"/> No.
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For tank systems that utilize the monitoring system as the primary tank overflow warning device (i.e. no mechanical overflow prevention valve is installed), is the overflow warning alarm visible and audible at the tank fill point(s) and operating properly? If so, at what percent of tank capacity does the alarm trigger? %
<input type="checkbox"/> Yes*	<input type="checkbox"/> No	Was any monitoring equipment replaced? If yes, identify specific sensors, probes, or other equipment replaced and list the manufacturer name and model for all replacement parts in Section E, below.
<input type="checkbox"/> Yes*	<input type="checkbox"/> No	Was liquid found inside any secondary containment systems designed as dry systems? <i>(Check all that apply)</i> <input type="checkbox"/> Product; <input type="checkbox"/> Water. If yes, describe causes in Section E, below.
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Was monitoring system set-up reviewed to ensure proper settings? Attach set up reports, if applicable
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Is all monitoring equipment operational per manufacturer's specifications?

E. Comments:

☐ Check this box if tank gauging is used only for inventory control.

☐ Check this box if no tank gauging or SIR equipment is installed.

Complete the following checklist:

<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Has all input wiring been inspected for proper entry and termination, including testing for ground faults?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Were all tank gauging probes visually inspected for damage and residue buildup?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Was accuracy of system product level readings tested?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Was accuracy of system water level readings tested?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Were all probes reinstalled properly?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Were all items on the equipment manufacturer's maintenance checklist completed?

G. Line Leak Detectors (LLD):

Complete the following checklist:

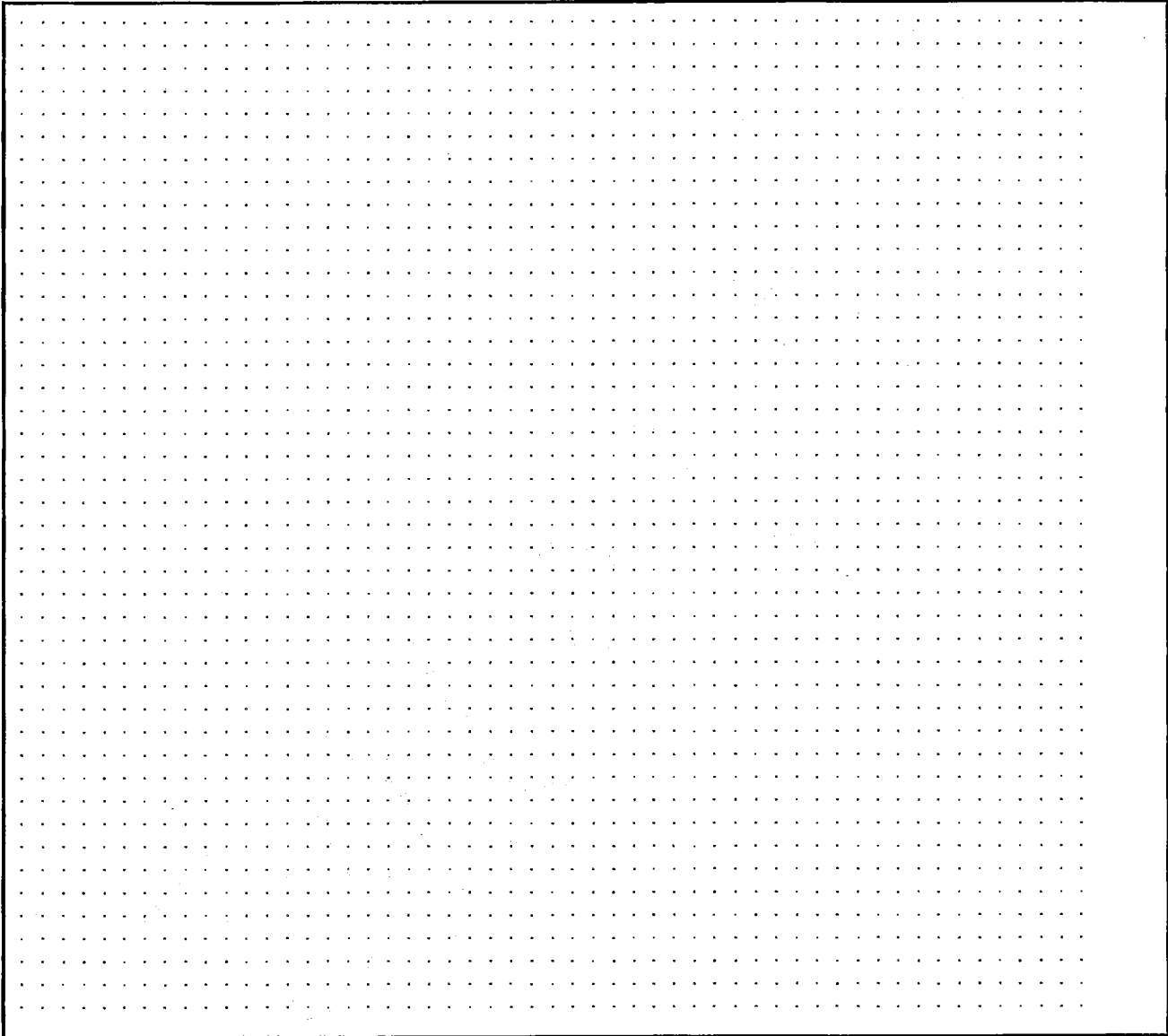
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For equipment start-up or annual equipment certification, was a leak simulated to verify LLD performance? (Check all that apply) Simulated leak rate: <input type="checkbox"/> 3 g.p.h.; <input type="checkbox"/> 0.1 g.p.h.; <input type="checkbox"/> 0.2 g.p.h.
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Were all LLDs confirmed operational and accurate within regulatory requirements?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Was the testing apparatus properly calibrated?
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For mechanical LLDs, does the LLD restrict product flow if it detects a leak?
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For electronic LLDs, does the turbine automatically shut off if the LLD detects a leak?
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For electronic LLDs, does the turbine automatically shut off if any portion of the monitoring system is disabled or disconnected?
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For electronic LLDs, does the turbine automatically shut off if any portion of the monitoring system malfunctions or fails a test?
<input type="checkbox"/> Yes	<input type="checkbox"/> No* <input type="checkbox"/> N/A	For electronic LLDs, have all accessible wiring connections been visually inspected?
<input type="checkbox"/> Yes	<input type="checkbox"/> No*	Were all items on the equipment manufacturer's maintenance checklist completed?

H. Comments:

[illegible]

UST Monitoring Site Plan

Site Address: _____



Date map was drawn: ____/____/____.

Instructions

If you already have a diagram that shows all required information, you may include it, rather than this page, with your Monitoring System Certification. On your site plan, show the general layout of tanks and piping. Clearly identify locations of the following equipment, if installed: monitoring system control panels; sensors monitoring tank annular spaces, sumps, dispenser pans, spill containers, or other secondary containment areas; mechanical or electronic line leak detectors; and in-tank liquid level probes (if used for leak detection). In the space provided, note the date this Site Plan was prepared.

Rule 461 Vapor Recovery System Test Results Summary

Your gasoline dispensing facility (GDF) has **passed** one or more of the following California Air Resources Board (CARB) performance tests on your gasoline vapor recovery system :

<input type="checkbox"/>	TP-201.3	Static Pressure Performance (Leak Decay) Test	<input type="checkbox"/>	TP-201.1B	Static Torque of Rotatable Phase I Adaptors
<input type="checkbox"/>	TP-201.3C	Piping Connections to UST's (Tie-Tank Test)	<input type="checkbox"/>	TP-201.1C	Leak Rate Of Drop Tube/Drain Valve Assembly
<input type="checkbox"/>	TP-201.4	Dynamic Back Pressure Test	<input type="checkbox"/>	TP-201.1D	Leak Rate Of Drop Tube Overfill Prevention Device and Drain Valve
<input type="checkbox"/>	TP-201.5	Air to Liquid Ratio Test	<input type="checkbox"/>	TP-201.1E	Leak Rate and Cracking Pressure Of Pressure/Vacuum Vent Valves
<input type="checkbox"/>	TP-201.6C	Liquid Removal Rate Test	<input type="checkbox"/>	Other	

Your GDF has **failed** to pass one or more of the following required CARB performance tests on your gasoline vapor recovery system :

<input type="checkbox"/>	TP-201.3	Static Pressure Performance (Leak Decay) Test	<input type="checkbox"/>	TP-201.1B	Static Torque of Rotatable Phase I Adaptors
<input type="checkbox"/>	TP-201.3C	Piping Connections to UST's (Tie-Tank Test)	<input type="checkbox"/>	TP-201.1C	Leak Rate Of Drop Tube/Drain Valve Assembly
<input type="checkbox"/>	TP-201.4	Dynamic Back Pressure Test	<input type="checkbox"/>	TP-201.1D	Leak Rate Of Drop Tube Overfill Prevention Device and Drain Valve
<input type="checkbox"/>	TP-201.5	Air to Liquid Ratio Test	<input type="checkbox"/>	TP-201.1E	Leak Rate and Cracking Pressure Of Pressure/Vacuum Vent Valves
<input type="checkbox"/>	TP-201.6C	Liquid Removal Rate Test	<input type="checkbox"/>	Other	

Rule 461 (e)(5) states that the owner/operator shall not operate or resume operation of a gasoline transfer and dispensing facility, unless the facility has successfully passed the applicable performance and reverification tests.

Continued operation of your GDF without passing tests is a violation of South Coast AQMD regulations and California Health and Safety Code. You may be subject to substantial financial and other legal penalties.

Notwithstanding the above, when a dispenser associated with any equipment that fails a reverification test, it must be isolated and shut down. The owner/operator may continue operation of the remaining equipment if the test results demonstrate that the remaining equipment is functioning in good operating condition. All test results and the method of isolating the defective equipment shall be documented in the test reports to be submitted to the Executive Officer pursuant to subparagraph (e)(7)(C), and also maintained/logged in the O & M manual on site.

You may seek administrative relief from the regulations through the South Coast AQMD Hearing Board. **Be aware that filing a petition for relief does not authorize you to dispense gasoline;** you must wait until the Hearing Board reviews your case. Information concerning the Hearing Board can be obtained by calling the Clerk of the Board at 909 396-2500 from 7:30 A.M. to 5:30 P.M., Tuesday through Friday.

GDF Contact: Print _____ Signature _____

Testing Person: Print _____ Signature _____

Testing Company: _____ Testing Person ID# _____

Facility Name: _____ AQMD ID # _____

Facility Address: _____

Date: _____

Louis Roberto/AGPK
Pass/Fail.Doc
21-May-04



2 Inch
Pressure Decay
TP201.3

Testing Company

Ref. No.: _____

AQMD Id: _____

Site Name: _____

Address: _____

Phone: _____

Name: _____

Address: _____

Phone: _____

Phase I System? _____

Tanks Manifolder? _____

Phase II System? _____

Vapor Pot Present? _____

Total # of Nozzles _____

Total # of Tanks _____

Products per Nozzle _____

Tank Information	1	2	3	4	All
1. Product Grade					
2. Actual Tank Capacity, gallons					
3. Gasoline Volume, gallons					
4. Ullage, (V) gallons (line #2 minus line#3)					
Test Information	1	2	3	4	5
5. Start time					
6. Initial Test Pressure, inches H ₂ O					
7. Pressure after 1 minute, inches H ₂ O					
8. Pressure after 2 minutes, inches H ₂ O					
9. Pressure after 3 minutes, inches H ₂ O					
10. Pressure after 4 minutes, inches H ₂ O					
11. Pressure after 5 minutes, inches H ₂ O					
12. Allowable Final Pressure					
13. Pass / Fail (Enter "GF" for Gross failure)					

Requested Test Date.

Requested Test Time.

What type of pressure device used?

Calibration date for pressure device (90 days).

Enter initial tank ullage pressure (Vent if over 0.5 in. w.c., then start the 30 min no dispensing period)

Enter flowmeter rate, F (Must be 1 to 5 CFM).

Calculate ullage fill time, t_2 .

$$t_2 = \frac{V}{[1522]F}$$

Calculate gross failure time (Twice t_2).

Enter ending value of drift test (Must be 0.01 in. w.c. or less).

Record Vapor Coupler Integrity Test Assembly pressure after 1 minute and location.

Nitrogen introduction point. Phase I vapor coupler or Phase II vapor riser?

Tester: _____

Tester Id: _____

Signature: _____

Test Date: _____

Testing Company

Name: _____
Address: _____
Phone: _____

[illegible]

_____ Rotameter calibration date (Annual)
 _____ Pressure measuring device calibration date (Annual)
 _____ Time of back pressure unit leak check (Prior to each sites' tests)
 _____ Final pressure decay of back pressure unit in 5 minute.

Tester Id:

Test Date: _____



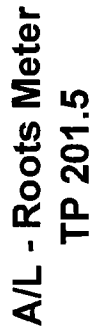
Ref. No.:

[illegible]

Methodology 6: Vent Pipe Test

For Startup stations with burner units only

[illegible]

Post-Test Leak Check (3 min.) _____ in. H₂O _____

Test Date:



Ref. No.:

[illegible]



Test Unit Calibration Date: _____

Test Unit Serial Number: _____

CARB EO: _____

Name: _____

Address: _____

Allowable A/L:

Tester:

Signature:

Test Date:

[illegible]



Name: _____
Address: _____
Phone: _____

Test Unit Serial Number: _____
Test Unit Calibration Date: _____

Note: Bulb must not inflate in less than 30 seconds.

Tester: _____

Signature: _____

Tester Id: _____

Test Date: _____

Ref. No.:

[illegible]



Ref. No.:

AQMD Id.:

Site Name:

Address:

Phone:

Testing Company

***Note: If using short version, disregard adhesion/evaporation column.**

Name:

Address:

Phone:

[illegible]

Tester Name:

Tester Id.:

Signature:

Test Date:



***Note: If using short version, disregard adhesion/evaporation column.**

Ref. No.:

[illegible]



Healy Vapor Return Line Integrity Test

Ref. No.: _____

Testing Company _____

AQMD Id: _____

Site Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Test Information		1	2	3	4	5
1	Initial Vacuum, inches of water					
2	Vacuum after 1 minute, inches of water					
3	Vacuum after 2 minutes, inches of water					
4	Vacuum after 3 minutes, inches of water					
5	Vacuum after 4 minutes, inches of water					
6	Vacuum after 5 minutes, inches of water					
7	Allowable Final Vacuum					
8	Test Status (Pass/Fail)					

_____ Size of vapor line

_____ Length of vapor line

_____ Type of pressure device

_____ Calibration date for pressure device

Equation to determining maximum change in pressure during 5 minute test.

2" Vapor Line

$$P = \frac{800}{N}$$

3" Vapor Line

$$P = \frac{[800] [0.5]}{N}$$

Where P is the change in pressure

Where N is the approximate length of vapor line to the nearest 20 feet.

Tester: _____

Tester Id: _____

Signature: _____

Test Date: _____

Static Torque of Rotatable Phase I Adaptor TP - 201.1B

Ref. No.: _____
 AQMD Id: _____
 Site Name: _____
 Address: _____

 Phone: _____

Testing Company

Name: _____
Address: _____
Phone: _____

[illegible]

Comments/Repairs:

Tester: _____

Tester Id:

Signature: _____

Test Date: _____



Leak Rate of Drop Tube/Drain Valve Assembly
TP - 201.1C

Ref. No.: _____ Testing Company _____
AQMD Id: _____
Site Name: _____ Name: _____
Address: _____ Address: _____
Phone: _____ Phone: _____
Phase I System? _____ Date of Last Flowmeter Calibration: _____
Phase II System? _____ Date of Last Pressure Device Calibration: _____

Device Type & Product Grade	Time to Pressurize	30-Second Flow Rate (CFH)	30-Second Pressure (in. H ₂ O)	Pass/ Fail

Comments/Repairs:

Tester: _____ Tester Id: _____
Signature: _____ Test Date: _____



Ref. No.:

Testing Company

AQMD Id: _____

Site Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

[illegible]

Comments/Repair Log

Tester:

Tester Id:

Signature: _____

Test Date: _____



Leak Rate and Cracking Pressure of P/V Vent Valves

Ref. No.: _____
AQMD Id: _____
Site Name: _____
Address: _____
Phone: _____

Testing Company
Name: _____
Address: _____
Phone: _____

P/V Valve Manufacturer:		Model Number:		Pass/Fail:	
Manufacturer Specified Positive Leak Rate (CFH):		Manufacturer Specified Negative Leak Rate (CFH):			
Measured Positive Leak Rate(CFH)		Measured Negative Leak Rate (CFH)			
Positive Cracking Pressure (in. H2O)		Negative Cracking Pressure (in. H2O)			

P/V Valve Manufacturer:		Model Number:		Pass/Fail:	
Manufacturer Specified Positive Leak Rate (CFH):		Manufacturer Specified Negative Leak Rate (CFH):			
Measured Positive Leak Rate(CFH)		Measured Negative Leak Rate (CFH)			
Positive Cracking Pressure (in. H2O)		Negative Cracking Pressure (in. H2O)			

P/V Valve Manufacturer:		Model Number:		Pass/Fail:	
Manufacturer Specified Positive Leak Rate (CFH):		Manufacturer Specified Negative Leak Rate (CFH):			
Measured Positive Leak Rate(CFH)		Measured Negative Leak Rate (CFH)			
Positive Cracking Pressure (in. H2O)		Negative Cracking Pressure (in. H2O)			

P/V Valve Manufacturer:		Model Number:		Pass/Fail:	
Manufacturer Specified Positive Leak Rate (CFH):		Manufacturer Specified Negative Leak Rate (CFH):			
Measured Positive Leak Rate(CFH)		Measured Negative Leak Rate (CFH)			
Positive Cracking Pressure (in. H2O)		Negative Cracking Pressure (in. H2O)			

P/V Valve Manufacturer:		Model Number:		Pass/Fail:	
Manufacturer Specified Positive Leak Rate (CFH):		Manufacturer Specified Negative Leak Rate (CFH):			
Measured Positive Leak Rate(CFH)		Measured Negative Leak Rate (CFH)			
Positive Cracking Pressure (in. H2O)		Negative Cracking Pressure (in. H2O)			

P/V Valve Manufacturer:		Model Number:		Pass/Fail:	
Manufacturer Specified Positive Leak Rate (CFH):		Manufacturer Specified Negative Leak Rate (CFH):			
Measured Positive Leak Rate(CFH)		Measured Negative Leak Rate (CFH)			
Positive Cracking Pressure (in. H2O)		Negative Cracking Pressure (in. H2O)			

Tester: _____
Signature: _____

Tester Id: _____
Test Date: _____



AQMD

Ref. Number: _____

Repair Log:

Comments:

SOURCE INFORMATION		TEST COMPANY INFORMATION	
Facility (DBA)/Site Address:	Facility Representative/Title:	Test Company Name/Address	# of Nozzles: _____
Print Name	Print Name	Print Name	# Nozzles Tested: _____
Street Address	Title	Street Address	# Nozzles Passed: _____
City	()	City	# Nozzles Failed: _____
Zip	Phone No.	Zip	# Nozzles not Tested: _____
District Inspector:	<input type="checkbox"/> P/O <input type="checkbox"/> S/A <input type="checkbox"/> A/C Number:	Date of Test:	Time of Test:

[illegible]

GDF Name and Address: 	<h2 style="text-align: center;">Healy V/L Field Data Sheet</h2> <p> Tee Connection Test Result (6.1) _____ ft³ Date of Last Gas Volume Meter Calibration _____ Gas Volume Meter Correction Factor (9.3) _____ Pressure Measurement Device Calibration Date _____ </p>	Testing Firm Name and Address: Phone No. () _____ Test Performed by: _____ If Required by local district, provide Technician Certification Number: _____ Certification Expiration Date: _____
Test Date/Time: _____	A/C # _____ P/O # _____	District Test Witness _____ Applicable ARB Executive Order (circle one) VR-201 or VR-202 Allowable V/L Range 0.95 – 1.15
Pre-Test Leak Check: Initial/Final Pressures, in. H ₂ O _____ / _____ Post-Test Leak Check: Initial/Final Pressures, in. H ₂ O _____ / _____		

[illegible]

Figure 3

**Data Form for Determination of Static Pressure Performance of the
Healy Clean Air Separator for Executive Orders VR-201-N and VR-202-N**

SOURCE INFORMATION		
GDF Name and address		GDF Representative and title
		GDF Phone No.
Date and Time of Last Fuel Drop to GDF:		P/O #: _____
Date of Last Calibration of Pressure Measurement Device: _____		A/C#: _____
		District Test Witness: _____
<p align="center">VACUUM TEST (Section 7.1 through 7.2.7)</p> <p>Vacuum at start of test, inches water column (7.2.3) _____</p> <p>Vacuum at one minute, inches water column _____</p> <p>Vacuum at two minutes, inches water column _____</p> <p>Vacuum at three minutes, inches water column _____</p> <p>Vacuum at four minutes, inches water column _____</p> <p>Final vacuum at five minutes, inches water column _____</p> <p>Allowable minimum vacuum, inches water column (from Table 1) _____</p>		
<p align="center">POSITIVE PRESSURE TEST (Section 7.3 through 7.3.9)</p> <p>Pressure at start of test, inches water column (7.3.6) _____</p> <p>Pressure at one minute, inches water column _____</p> <p>Pressure at two minutes, inches water column _____</p> <p>Pressure at three minutes, inches water column _____</p> <p>Pressure at four minutes, inches water column _____</p> <p>Final pressure at five minutes, inches water column _____</p> <p>Allowable final pressure, inches water column (7.3.9) <u>1.77</u></p>		
Healy Certified Technician Name, Certification Number and Expiration Date Todd Hansen # 4034103701 Expires- 3/29/2014	Test Company	Date Test Conducted

E.O. G-70-187**Aboveground Healy 400 Vapor Recovery Performance Test Report Form**

Permit Number:		Test Company:	
Site Name:		Technician:	
Site Address:		Certification Number	Expiration Date
City:	Zip:	District:	
Date/Time of Test:			

VAPOR RETURN LINE VACUUM INTEGRITY TEST	
Diameter of vapor return line (in inches)	
Length of the vapor return line rounded to the nearest 20 ft. (N)	
Calculated allowable change in pressure, ΔP ($\Delta P = 800/N$ for 2" line and $800/N \times 0.5$ for 3" line)	
Vacuum at start of test, inches of water column (in. w.c.)	
Vacuum at one minute, in. w.c.	
Vacuum at two minutes, in. w.c.	
Vacuum at three minutes, in. w.c.	
Vacuum at four minutes, in. w.c.	
Final vacuum at five minute, in. w.c.	
Allowable minimum vacuum, in. w.c (Initial vacuum – calculated ΔP)	
Pass / Fail	

FILLNECK VAPOR PRESSURE REGULATION FUELING TEST							
(range +0.25 to -0.50 in. w.c.)							
Nozzle #1		Nozzle #3		Nozzle #5		Nozzle #7	
Nozzle #2		Nozzle #4		Nozzle #6		Nozzle #8	
System vacuum when dispensing (magnehelic reading)							

I declare, under penalty of perjury under the laws of the state of California that based on information and belief formed after reasonable inquiry, the statements and information provided in this document are true, accurate, and complete.

Signature of Technician: _____ Date: _____



Healy Vapor Return Line Integrity Test

Ref. No.: _____ Testing Company: _____
AQMD Id: _____
Site Name: _____ Name: _____
Address: _____ Address: _____
Phone: _____ Phone: _____

Test Information		1	2	3	4	5
1	Initial Vacuum, inches of water					
2	Vacuum after 1 minute, inches of water					
3	Vacuum after 2 minutes, inches of water					
4	Vacuum after 3 minutes, inches of water					
5	Vacuum after 4 minutes, inches of water					
6	Vacuum after 5 minutes, inches of water					
7	Allowable Final Vacuum					
8	Test Status (Pass/Fail)					

_____ Size of vapor line
_____ Length of vapor line
_____ Type of pressure device
_____ Calibration date for pressure device

Equation to determining maximum change in pressure during 5 minute test.

2" Vapor Line

$$P = \frac{800}{N}$$

3" Vapor Line

$$P = \frac{[800]}{[0.5] N}$$

Where P is the change in pressure

Where N is the approximate length of vapor line to the nearest 20 feet.

Tester: _____ Tester Id: _____
Signature: _____ Test Date: _____

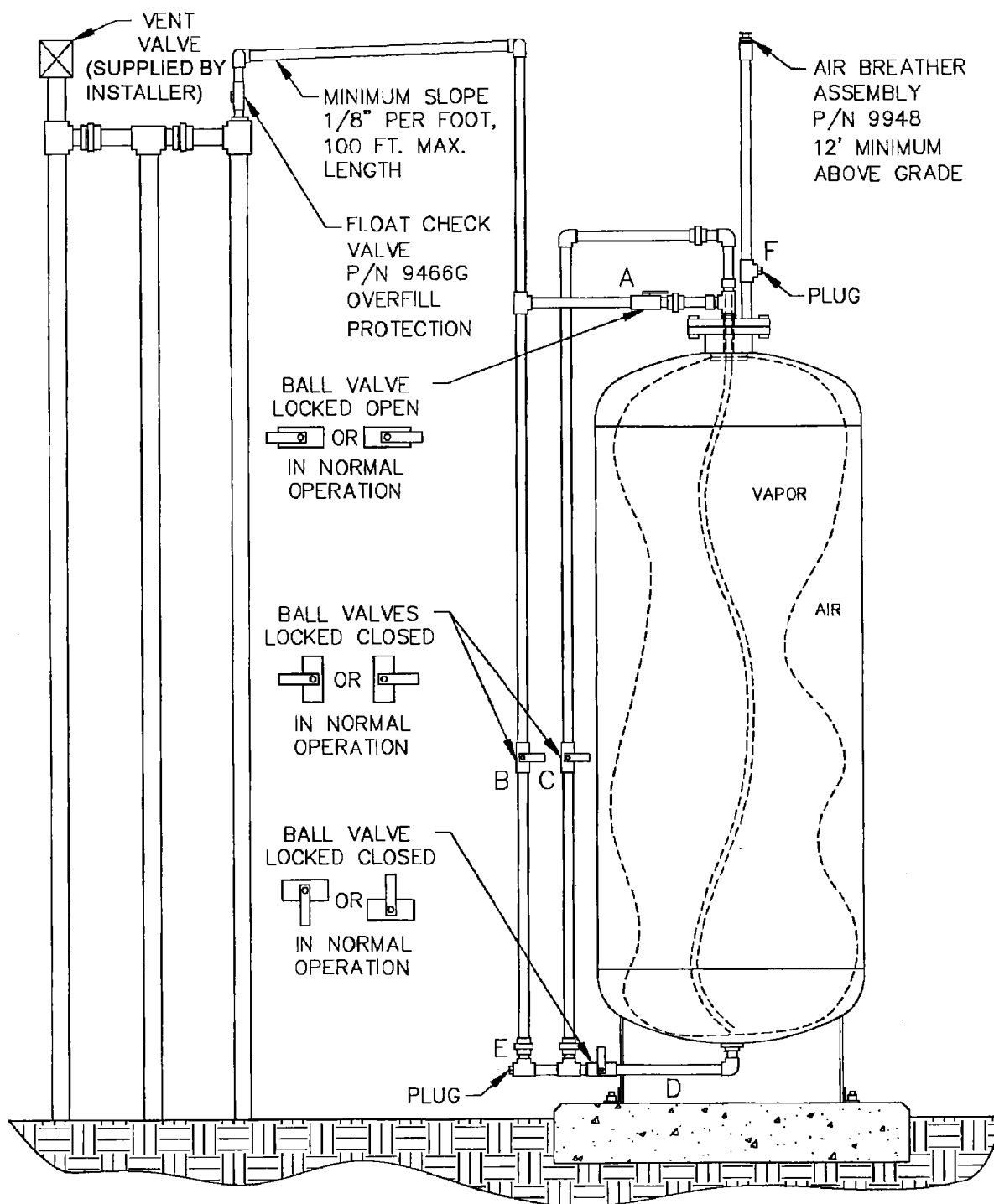
VR-201-J and VR-202-J - Weekly Inspection and Testing Checklist

[illegible]

VR-201-J and VR-202-J - Quarterly Inspection and Testing Checklist

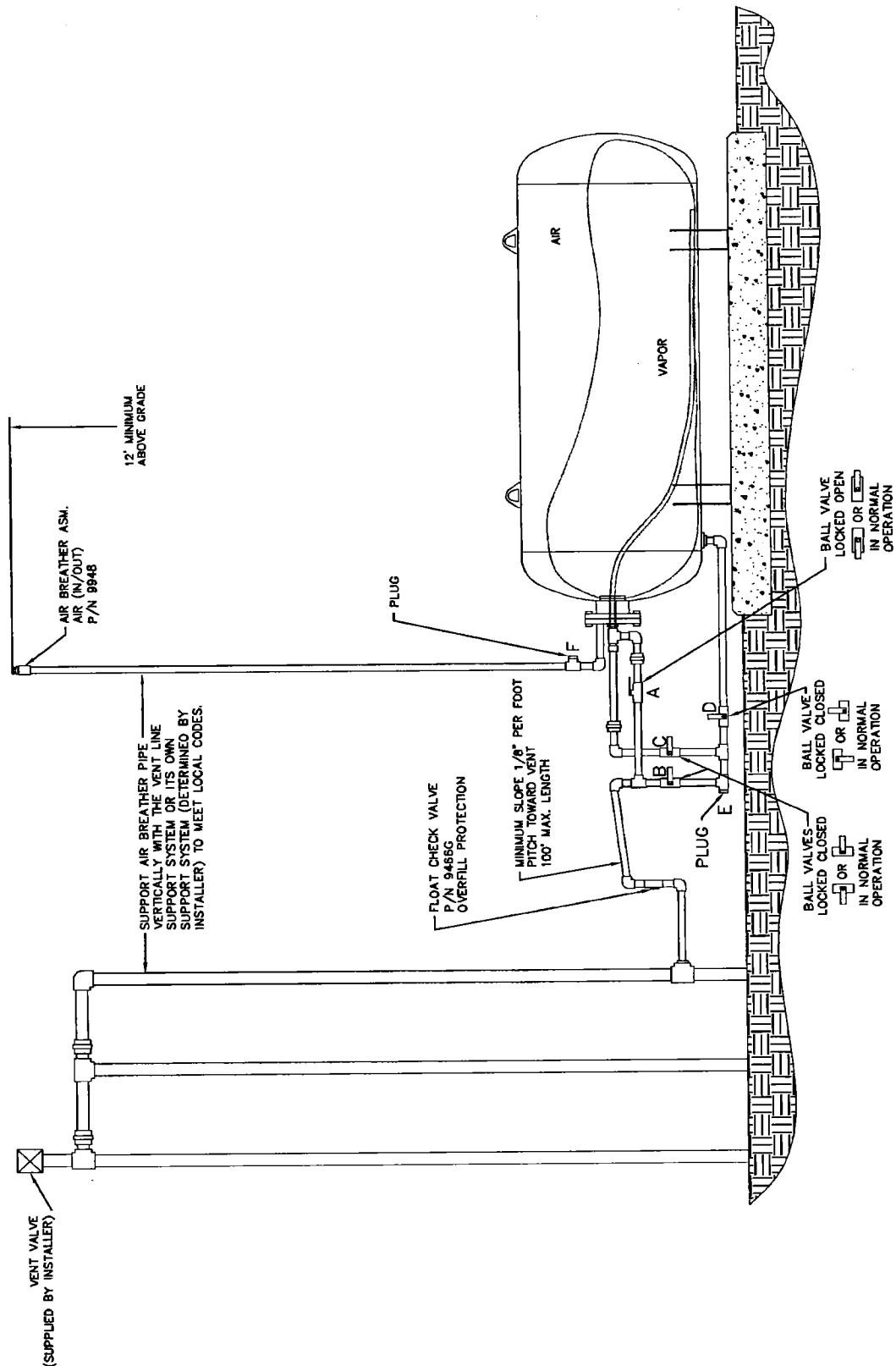
[illegible]

Figure 1
Normal Clean Air Separator Operating Configuration¹



¹ Vent stack configuration may be different than what is shown in this figure.

Figure 1H
Normal Horizontal Clean Air Separator Operating Configuration¹



¹ Vent stack configuration may be different than what is shown in this figure.

VR-201-J and VR-202-J - Annual Inspection and Testing Checklist										
Checklist results may be used to assist with filling out GDF maintenance log.						Date: _____	Page ____ of ____			
		Clean Air Separator Test, Exhibit 4 (circle one)	Pressure Decay Test, TP-201.3 & Exhibit 8 (circle one)	Dispenser Number	Dispenser Vapor Line Tightness Test (circle one)	Dispenser Number	Fuel Grade Tested (circle one)	Nozzle V/L Test, Exhibit 5 (circle one)		
Complete Weekly Inspection Checklist	Complete Quarterly Inspection Checklist	Pass	Pass		Pass		87 89 91 Other	Pass		
					Pass		87 89 91 Other	Pass		
					Pass		87 89 91 Other	Pass		
					Pass		87 89 91 Other	Pass		
					Pass		87 89 91 Other	Pass		
				Pass	Pass		Pass		87 89 91 Other	Pass
			Pass				87 89 91 Other	Pass		
			Pass				87 89 91 Other	Pass		
			Pass				87 89 91 Other	Pass		
			Pass				87 89 91 Other	Pass		
				Fail	Fail		Pass		87 89 91 Other	Pass
			Pass				87 89 91 Other	Pass		
			Pass				87 89 91 Other	Pass		
			Pass				87 89 91 Other	Pass		
			Pass				87 89 91 Other	Pass		
		Fail	Fail		Pass		87 89 91 Other	Pass		
	Pass				87 89 91 Other	Pass				
	Pass				87 89 91 Other	Pass				
	Pass				87 89 91 Other	Pass				
	Pass				87 89 91 Other	Pass				

E.O. VR-203/204
Veeder-Root Vapor Polisher Operability Test Form

Permit Number:		Test Company:	
Site Name:		Technician:	
Site Address:		Certification Number	Expiration Date
City:	Zip:	District:	
Date/Time of Test:		VST:	
		Veeder-Root:	

TEST INFORMATION		
Calibration date for digital manometer (must be within 6 months of the test)		
Ending value for digital manometer drift test (must be 0.01 in. w.c. or less)		
Calibration date for thermometer (must be with 6 months of the test)		
Vapor polisher valve close date and time (must have been closed for at least 2 hours)		
Atmospheric pressure sensor serial number		

PRESSURE INTEGRITY TEST	
Nitrogen gas flow rate (scfh)	
Starting pressure (in. w.c.)	
Final pressure at 1 minute (in. w.c.)	
Is the final pressure > 7.0 in. w.c.?	
Is the difference between the starting and final pressure < 0.5 in. w.c.?	

NOTES: ¹If the final pressure is not > 7.0 in. w.c. and the difference is not < 0.5 in. w.c., then the vapor polisher is not in compliance.

FLOW TEST	
Nitrogen gas flow rate (scfh)	
Pressure (in. w.c.)	
Is the pressure between 1.69 and 2.25 in. w.c.?	

- NOTES:** ¹The flow rate must be 18.0 ± 0.2 scfh.
²The pressure must be between 1.69 and 2.25 in. w.c. or the vapor polisher is not in compliance.
³Three-way valve must be returned to normal (open) operating position after testing is completed.
⁴PMC valve mode must be re-set to automatic after testing is completed.

I declare, under penalty of perjury under the laws of the state of California that based on information and belief formed after reasonable inquiry, the statements and information provided in this document are true, accurate, and complete.

Signature of Technician: _____ Date: _____

VAPOR VALVE THERMOMETER TEST	
	§7.3.2
Vapor polisher ambient temperature	
Vapor polisher outlet temperature	
Difference between ambient and outlet temperatures	
Is the difference less than 10° F? If not, proceed to section 9.2.1	
	§9.2.2
Vapor polisher ambient temperature	
Vapor polisher outlet temperature	
Difference between ambient and outlet temperatures	
Is the difference less than 10° F? If not, proceed to section 9.2.4	
	§9.2.4 & §9.2.5
Vapor polisher ambient temperature	
Vapor polisher outlet temperature	
Calibrated thermometer ambient temperatures	
Difference between outlet temperature and the calibrated thermometer	
Is the difference less than 10° F? If not, the outlet thermometer does not meet specifications	
Difference between ambient temperature and the calibrated thermometer	
Is the difference less than 10° F? If not, the ambient thermometer does not meet specifications	

UST THERMOMETER TEST	
UST #1	§7.3.3
T5 temperature	
T4 temperature	
Difference between T5 and T4 temperatures	
Is the difference less than 10° F? If not, proceed to section 9.1	
	§9.1
T5 temperature	
Calibrated thermometer ambient temperature	
Difference between T5 and calibrated thermometer	
Is the difference less than 10° F? If not, the T5 thermometer does not meet specifications	
UST #2	§7.3.3
T5 temperature	
T4 temperature	
Difference between T5 and T4 temperatures	
Is the difference less than 10° F? If not, proceed to section 9.1	
	§9.1
T5 temperature	
Calibrated thermometer ambient temperature	
Difference between T5 and calibrated thermometer	
Is the difference less than 10° F? If not, the T5 thermometer does not meet specifications	

I declare, under penalty of perjury under the laws of the state of California that based on information and belief formed after reasonable inquiry, the statements and information provided in this document are true, accurate, and complete.

Signature of Technician: _____ Date: _____

UST THERMOMETER TEST (cont.)	
UST #3	§7.3.3
T5 temperature	
T4 temperature	
Difference between T5 and T4 temperatures	
Is the difference less than 10° F? If not, proceed to section 9.1	
	§9.1
T5 temperature	
Calibrated thermometer ambient temperature	
Difference between T5 and calibrated thermometer	
Is the difference less than 10° F? If not, the T5 thermometer does not meet specifications	
UST #4	§7.3.3
T5 temperature	
T4 temperature	
Difference between T5 and T4 temperatures	
Is the difference less than 10° F? If not, proceed to section 9.1	
	§9.1
T5 temperature	
Calibrated thermometer ambient temperature	
Difference between T5 and calibrated thermometer	
Is the difference less than 10° F? If not, the T5 thermometer does not meet specifications	

ATMOSPHERIC PRESSURE SENSOR TEST	
Atmospheric pressure sensor reading (psi)	
Atmospheric pressure sensor reading (in. mercury)	
Atmospheric pressure from local source (in. mercury)	
Difference between local source and pressure sensor reading (A)	
0.10 x local source (B)	
Is A < B? If not, the vapor polisher is not in compliance	

NOTES: ¹Conversion from pressure (psi) to pressure (in. mercury) is: $(\text{psi} + 14.7) \times 2.036$

I declare, under penalty of perjury under the laws of the state of California that based on information and belief formed after reasonable inquiry, the statements and information provided in this document are true, accurate, and complete.

Signature of Technician: _____ Date: _____

E.O. VR-203/204**Veeder-Root Vapor Polisher Hydrocarbon Emissions Test Form**

Permit Number:		Test Company:	
Site Name:		Technician:	
Site Address:		Certification Number	Expiration Date
City:	Zip:	District:	
Date/Time of Test:		VST:	
		Veeder-Root:	

HYDROCARBON ANALYZER CALIBRATION CHECK	
Hydrocarbon analyzer zero check reading	0 ppm
Hydrocarbon analyzer calibration check reading	9000 ppm
Is the zero check reading < 0.1% by volume?	Yes
Is the calibration check reading between 0.8% and 1.0% by volume?	Yes

HYDROCARBON EMISSIONS TEST	
Starting inlet test gas flow rate (scfh)	
Ending inlet test gas flow rate (scfh)	
Hydrocarbon reading at 3 minutes (ppmv)	
Hydrocarbon reading at 4 minutes (ppmv)	
Hydrocarbon reading at 5 minutes (ppmv)	
Hydrocarbon reading at 6 minutes (ppmv)	
Is the hydrocarbon concentration < 9000 ppmv for all readings?	

NOTES: ¹The hydrocarbon concentration must be less than 9000 ppmv for all readings otherwise the vapor polisher is not in compliance.
²Three-way valve must be returned to normal (open) operating position after testing is completed.
³The PMC vapor mode must be reset to automatic after testing is completed.

I declare, under penalty of perjury under the laws of the state of California that based on information and belief formed after reasonable inquiry, the statements and information provided in this document are true, accurate, and complete.

Signature of Technician: _____ Date: _____

E.O. VR-203/204**Vapor Pressure Sensor Verification Test & VST Processor Activation Pressure Test Report Form**

Permit Number:		Test Company:	
Site Name:		Technician:	
Site Address:		Certification Number	Expiration Date
City:	Zip:	District:	
Date/Time of Test:		VST:	
		Veeder-Root:	

TEST INFORMATION	
Pressure sensor located at dispenser number(s)	
Pressure sensor serial number	
Calibration date for digital manometer (must be within 12 months of the test)	
Ending value for digital manometer drift test (must be 0.01 in. w.c. or less)	

VAPOR PRESSURE SENSOR UST PRESSURE TEST	
UST pressure from digital manometer (in. w.c.)	
Pressure sensor value from TLS-350 (in. w.c.)	
Is Pressure Value Between -0.20 and +0.20 in. w.c.?	

VAPOR PRESSURE SENSOR AMBIENT REFERENCE TEST ^{1,2}	
Non-calibrated pressure sensor value from TLS-350 (in. w.c.)	
Is pressure value between -0.20 and +0.20 in. w.c.?	

VST PROCESSOR ACTIVATION PRESSURE TEST ^{1,2}	
VST processor activation pressure (in. w.c.)	
Is the VST processor activation pressure \leq 0.4 in. w.c.?	

NOTES: ¹Valve must be returned to normal operating position after testing is completed.

²The ambient reference port cap must be in place after testing is completed.

I declare, under penalty of perjury under the laws of the state of California that based on information and belief formed after reasonable inquiry, the statements and information provided in this document are true, accurate, and complete.

Signature of Technician: _____ Date: _____

**Executive Orders VR-203-L and VR-204-L
VST Phase II EVR System**

EXHIBIT 6

Required Items for Conducting TP-201.4

The instructions below are required when conducting TP-201.4 for the VST Phase II EVR system. The tester shall document that each step was followed as indicated below and shall include this page of the Exhibit with the submission of TP-201.4 test results. Note that districts may require use of an alternate form to meet these requirements, provided the alternate form includes the same minimum parameters.

The VST Model VST-EVR-NB nozzle and EMCO Model A4005EVR nozzle incorporates a lever-actuated vapor valve. The vapor valve is on the same stem as the fuel valve. When conducting TP-201.4, the nozzle lever must be actuated to open the vapor valve and allow vapor to flow from the nozzle to the underground storage tank. The following steps must be taken when conducting Methodology 1 of TP-201.4:

1. The dispenser shall not be activated. If the dispenser is activated, gasoline in the fuel hose may be pressurized when engaging the fuel lever.
2. *If the Hirt VCS 100 Thermal Oxidizer is installed, turn it off. At the Hirt indicator Panel, turn the Power Switch to the "Off" position.*
3. Prior to inserting the VST or EMCO EVR nozzle into the fill pipe of the Dynamic Back Pressure Test Unit in step 7.1 of TP-201.4, completely drain any gasoline in the nozzle and vapor path of the hose. The dispenser must be deactivated and the nozzle lever and bellows shall be fully engaged.
4. When flowing nitrogen per step 7.1.2, fully engage the nozzle lever to allow vapor flow from the nozzle to the UST.
5. *If the Hirt VCS 100 Thermal Oxidizer is installed, after conducting TP-201.4, turn the Hirt VCS 100 Power Switch to the "On" position.*

Required Steps For Each Nozzle Tested	Verification
1. Is dispenser deactivated?	
2. <i>Is Hirt VCS 100 Thermal Oxidizer turned off? (if installed)</i>	
3. Is nozzle and hose completely drained of gasoline prior to inserting nozzle into Dynamic Back Pressure Unit?	
4. Is nozzle lever fully engaged when conducting flow test?	
5. <i>Is Hirt VCS 100 Thermal Oxidizer turned on? (if installed)</i>	

Test Company: _____ Facility Name: _____

Print Name (Technician) Signature Date

Technician Certification Number and Expiration Date
(ICC or District Training Certification, as applicable)

Veeder-Root Vapor Polisher Installed

1. Prior to conducting TP-201.3, the ball valve on the inlet of the Veeder-Root Vapor Polisher shall be Open, as shown in Figure 2. At the TLS Console, manually close the vapor valve in the PMC Diagnostic menu (reference VR-203 IOM Section 15, PMC Diagnostic Menus, or VR-204 IOM Section 12, PMC Diagnostic Menus).
2. After conducting TP-201.3, enter the PMC Diagnostic Menu at the TLS Console and set the vapor valve to automatic mode.
3. The ball valve on the inlet of the Veeder-Root Vapor Polisher shall remain opened and locked.

Required Steps	Verification
1. Inlet ball valve is open and vapor valve is closed before conducting TP-201.3?	
2. Vapor valve is in the automatic mode after conducting TP-201.3?	
3. Inlet ball valve is in the open locked position after conducting TP-201.3?	

Test Company: _____ Facility Name: _____

Print Name (Technician) Signature Date

Technician Certification Number and Expiration Date
(ICC or District Training Certification, as applicable)

VR – 401/402 EVR Phase I

AST Static Pressure Performance Test Report Form

Permit Number:		Test Company:	
Site Name:		Technician:	
Site Address:		Certification Number	Expiration Date
City:	Zip:	District:	
Date/Time of Test:		ICC:	

TEST INFORMATION			
Total number of nozzles:		Are the tanks manifolded? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Phase I vapor recovery system executive order			
Phase I vapor recovery system configuration		<input type="checkbox"/> Direct-fill Remote-fill	
Phase II vapor recovery system executive order			
Nitrogen introduction point	<input type="checkbox"/> Phase I vapor coupler	<input type="checkbox"/> Phase I vent line	<input type="checkbox"/> Phase II vapor riser
Pressure measuring device	<input type="checkbox"/> incline manometer	<input type="checkbox"/> digital manometer	<input type="checkbox"/> mechanical gauge
Calibration date for pressure measuring device (must be within 90 days of the test)			
Ending value for digital manometer drift test if applicable (must be 0.01 in. w.c. or less)			
Nitrogen introduction flow rate, F (must be between 1 and 5 CFM)			
Number of hoses with over 100 ml (balance hoses must be drained prior to testing)			

TANK INFORMATION					
Tank No.	1	2	3	4	ALL
Product grade					
Actual tank capacity (gallons)					
Gasoline volume (gallons)					
Ullage (gallons) ¹					
If tanks are not manifolded, number of nozzles					

2 IN. W.C. STATIC PRESSURE TEST					
Test No.	1	2	3	4	5
Start time					
Initial Pressure, inches of water column (in. w.c.)					
Pressure at one minute, in. w.c.					
Pressure at two minutes, in. w.c.					
Pressure at three minutes, in. w.c.					
Pressure at four minutes, in. w.c.					
Pressure at five minutes, in. w.c.					
Allowable minimum pressure, in. w.c.					
Pass / Fail					

NOTE: ¹The minimum ullage shall be 25 percent and the maximum shall be 75% of the tank capacity.

I declare, under penalty of perjury under the laws of the state of California that based on information and belief formed after reasonable inquiry, the statements and information provided in this document are true, accurate, and complete.

Signature of Technician: _____ Date: _____

Exhibit 8

Required Items in Conducting TP-201.3 (Executive Orders VR-201-N and VR-202-N)

The instructions below are required when conducting TP-201.3 for these systems. The tester shall document that each step was followed as indicated below and shall include this page of the Exhibit with the submission of TP-201.3 test results. Note that districts may require use of an alternate form to meet these requirements, provided the alternate form includes the same minimum parameters.

1. Prior to conducting TP-201.3, all four ball valves on the Healy Clean Air Separator (CAS) shall be closed, as shown in Figure 1 or Figure 1H, to isolate it from the Underground Storage Tank (UST) system to permit the pressurization of the UST system. Figure 1 applies to vertical CAS installations and Figure 1H applies to horizontal CAS installations.
2. Conducting TP-201.3 with any dispenser piping test valve in the closed position is **not** permitted. Any dispenser with a dispenser piping test valve in the closed position while conducting TP-201.3 will bias the test towards compliance.
3. After conducting TP-201.3, the four ball valves on the Healy Clean Air Separator (CAS) shall be locked in their normal operating positions as shown in Figure 2B-2 or 2B-2H, Exhibit 2 of Executive Orders VR-201-N and VR-202-N. Figure 2B-2 applies to vertical CAS installations and Figure 2B-2H applies to horizontal CAS installations.

Required Steps	Verification (please circle)
1. All four CAS ball valves closed before conducting TP-201.3	Yes No
2. All dispenser piping test valves open before conducting TP-201.3	Yes No
3. All four CAS ball valves in normal operating positions after conducting TP-201.3.	Yes No

Test Company: _____ Facility Name: _____

Print Name (Technician) _____ Signature _____ Date _____

Technician Certification Number and Expiration Date
(ICC or District Training Certification, as applicable)

Secondary Containment Testing Report Form

This form is intended for use by contractors performing periodic testing of UST secondary containment systems. Use the appropriate pages of this form to report results for all components tested. The completed form, written test procedures, and printouts from tests (if applicable), should be provided to the facility owner/operator for submittal to the local regulatory agency.

1. FACILITY INFORMATION

Facility Name:	Date of Testing:
Facility Address:	
Facility Contact:	Phone:
Date Local Agency Was Notified of Testing :	
Name of Local Agency Inspector (if present during testing):	

2. TESTING CONTRACTOR INFORMATION

Company Name:		
Technician Conducting Test:		
Credentials:	<input type="checkbox"/> CSLB Licensed Contractor	<input type="checkbox"/> SWRCB Licensed Tank Tester
License Type:	License Number:	
Manufacturer Training		
Manufacturer	Component(s)	Date Training Expires

3. SUMMARY OF TEST RESULTS

Component	Pass	Fail	Not Tested	Repairs Made	Component	Pass	Fail	Not Tested	Repairs Made
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If hydrostatic testing was performed, describe what was done with the water after completion of tests:

CERTIFICATION OF TECHNICIAN RESPONSIBLE FOR CONDUCTING THIS TESTING

To the best of my knowledge, the facts stated in this document are accurate and in full compliance with legal requirements

Technician's Signature: _____

Date: _____

4. TANK ANNULAR TESTING

Test Method Developed By:	<input type="checkbox"/> Tank Manufacturer	<input type="checkbox"/> Industry Standard	<input type="checkbox"/> Professional Engineer
	<input type="checkbox"/> Other (Specify)		
Test Method Used:	<input type="checkbox"/> Pressure	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Hydrostatic
	<input type="checkbox"/> Other (Specify)		
Test Equipment Used:	Equipment Resolution:		
	Tank #	Tank #	Tank #
Is Tank Exempt From Testing? ¹	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tank Capacity:			
Tank Material:			
Tank Manufacturer:			
Product Stored:			
Wait time between applying pressure/vacuum/water and starting test:			
Test Start Time:			
Initial Reading (R _I):			
Test End Time:			
Final Reading (R _F):			
Test Duration:			
Change in Reading (R _F -R _I):			
Pass/Fail Threshold or Criteria:			
Test Result:	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Was sensor removed for testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Was sensor properly replaced and verified functional after testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

Comments – (include information on repairs made prior to testing, and recommended follow-up for failed tests)

¹ Secondary containment systems where the continuous monitoring automatically monitors both the primary and secondary containment, such as systems that are hydrostatically monitored or under constant vacuum, are exempt from periodic containment testing. {California Code of Regulations, Title 23, Section 2637(a)(6)}

5. SECONDARY PIPE TESTING

Test Method Developed By:		<input type="checkbox"/> Piping Manufacturer <input type="checkbox"/> Other (<i>Specify</i>)	<input type="checkbox"/> Industry Standard	<input type="checkbox"/> Professional Engineer
Test Method Used:		<input type="checkbox"/> Pressure <input type="checkbox"/> Other (<i>Specify</i>)	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Hydrostatic
Test Equipment Used:			Equipment Resolution:	
	Piping Run #	Piping Run #	Piping Run #	Piping Run #
Piping Material:				
Piping Manufacturer:				
Piping Diameter:				
Length of Piping Run:				
Product Stored:				
Method and location of piping-run isolation:				
Wait time between applying pressure/vacuum/water and starting test:				
Test Start Time:				
Initial Reading (R_i):				
Test End Time:				
Final Reading (R_f):				
Test Duration:				
Change in Reading ($R_f - R_i$):				
Pass/Fail Threshold or Criteria:				
Test Result:	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail

Comments – (include information on repairs made prior to testing, and recommended follow-up for failed tests)

6. PIPING SUMP TESTING

Test Method Developed By:	<input type="checkbox"/> Sump Manufacturer	<input type="checkbox"/> Industry Standard	<input type="checkbox"/> Professional Engineer	
	<input type="checkbox"/> Other (Specify)			
Test Method Used:	<input type="checkbox"/> Pressure	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Hydrostatic	
	<input type="checkbox"/> Other (Specify)			
Test Equipment Used:			Equipment Resolution:	
	Sump #	Sump #	Sump #	Sump #
Sump Diameter:				
Sump Depth:				
Sump Material:				
Height from Tank Top to Top of Highest Piping Penetration:				
Height from Tank Top to Lowest Electrical Penetration:				
Condition of sump prior to testing:				
Portion of Sump Tested ¹				
Does turbine shut down when sump sensor detects liquid (both product and water)?*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Turbine shutdown response time				
Is system programmed for fail-safe shutdown?*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Was fail-safe verified to be operational?*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Wait time between applying pressure/vacuum/water and starting test:				
Test Start Time:				
Initial Reading (R _I):				
Test End Time:				
Final Reading (R _F):				
Test Duration:				
Change in Reading (R _F -R _I):				
Pass/Fail Threshold or Criteria:				
Test Result:	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Was sensor removed for testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Was sensor properly replaced and verified functional after testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

Comments – (include information on repairs made prior to testing, and recommended follow-up for failed tests)

¹ If the entire depth of the sump is not tested, specify how much was tested. If the answer to any of the questions indicated with an asterisk (*) is "NO" or "NA", the entire sump must be tested. (See SWRCB LG-160)

7. UNDER-DISPENSER CONTAINMENT (UDC) TESTING

Test Method Developed By:	<input type="checkbox"/> UDC Manufacturer	<input type="checkbox"/> Industry Standard	<input type="checkbox"/> Professional Engineer
	<input type="checkbox"/> Other (<i>Specify</i>)		
Test Method Used:	<input type="checkbox"/> Pressure	<input type="checkbox"/> Vacuum	<input type="checkbox"/> Hydrostatic
	<input type="checkbox"/> Other (<i>Specify</i>)		
Test Equipment Used:	Equipment Resolution:		
	UDC #	UDC #	UDC #
UDC Manufacturer:			
UDC Material:			
UDC Depth:			
Height from UDC Bottom to Top of Highest Piping Penetration:			
Height from UDC Bottom to Lowest Electrical Penetration:			
Condition of UDC prior to testing:			
Portion of UDC Tested ¹			
Does turbine shut down when UDC sensor detects liquid (both product and water)?*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Turbine shutdown response time			
Is system programmed for fail-safe shutdown?*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Was fail-safe verified to be operational?*	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Wait time between applying pressure/vacuum/water and starting test			
Test Start Time:			
Initial Reading (R _I):			
Test End Time:			
Final Reading (R _F):			
Test Duration:			
Change in Reading (R _F -R _I):			
Pass/Fail Threshold or Criteria:			
Test Result:	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Was sensor removed for testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Was sensor properly replaced and verified functional after testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

Comments — (include information on repairs made prior to testing, and recommended follow-up for failed tests)

¹ If the entire depth of the UDC is not tested, specify how much was tested. If the answer to any of the questions indicated with an asterisk (*) is "NO" or "NA", the entire UDC must be tested. (See SWRCB LG-160)

8. FILL RISER CONTAINMENT SUMP TESTING

Facility is Not Equipped With Fill Riser Containment Sumps <input type="checkbox"/> Fill Riser Containment Sumps are Present, but were Not Tested <input type="checkbox"/>				
Test Method Developed By:		<input type="checkbox"/> Sump Manufacturer <input type="checkbox"/> Industry Standard <input type="checkbox"/> Professional Engineer <input type="checkbox"/> Other (<i>Specify</i>)		
Test Method Used:		<input type="checkbox"/> Pressure <input type="checkbox"/> Vacuum <input type="checkbox"/> Hydrostatic <input type="checkbox"/> Other (<i>Specify</i>)		
Test Equipment Used:		Equipment Resolution:		
	Fill Sump #	Fill Sump #	Fill Sump #	Fill Sump #
Sump Diameter:				
Sump Depth:				
Height from Tank Top to Top of Highest Piping Penetration:				
Height from Tank Top to Lowest Electrical Penetration:				
Condition of sump prior to testing:				
Portion of Sump Tested				
Sump Material:				
Wait time between applying pressure/vacuum/water and starting test:				
Test Start Time:				
Initial Reading (R _I):				
Test End Time:				
Final Reading (R _F):				
Test Duration:				
Change in Reading (R _F -R _I):				
Pass/Fail Threshold or Criteria:				
Test Result:	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Is there a sensor in the sump?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the sensor alarm when either product or water is detected?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Was sensor removed for testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Was sensor properly replaced and verified functional after testing?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

Comments – (include information on repairs made prior to testing, and recommended follow-up for failed tests)

9. SPILL/OVERFILL CONTAINMENT BOXES

Facility is Not Equipped With Spill/Overfill Containment Boxes <input type="checkbox"/>				
Spill/Overfill Containment Boxes are Present, but were Not Tested <input type="checkbox"/>				
Test Method Developed By: <input type="checkbox"/> Spill Bucket Manufacturer <input type="checkbox"/> Industry Standard <input type="checkbox"/> Professional Engineer <input type="checkbox"/> Other (Specify)				
Test Method Used: <input type="checkbox"/> Pressure <input type="checkbox"/> Vacuum <input type="checkbox"/> Hydrostatic <input type="checkbox"/> Other (Specify)				
Test Equipment Used:			Equipment Resolution:	
	Spill Box #	Spill Box #	Spill Box #	Spill Box #
Bucket Diameter:				
Bucket Depth:				
Wait time between applying pressure/vacuum/water and starting test:				
Test Start Time:				
Initial Reading (R_I):				
Test End Time:				
Final Reading (R_F):				
Test Duration:				
Change in Reading ($R_F - R_I$):				
Pass/Fail Threshold or Criteria:				
Test Result:	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail

Comments — (include information on repairs made prior to testing, and recommended follow-up for failed tests)

[illegible]



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

703190

Entity **CORP**

Business Name

**SUNWEST ENGINEERING
CONSTRUCTORS INC**

Certification(s) **A B HAZ**

Expiration Date

02/28/2015

www.cslb.ca.gov





CITY OF CHINO
BUSINESS LICENSE DIVISION
P.O. BOX 667
CHINO, CA 91708-0667
INQUIRIES: (909) 334-3263

2014

**BUSINESS LICENSE
CERTIFICATE**

THE PERSON, FIRM, OR CORPORATION NAMED BELOW IS HEREBY GRANTED THIS CERTIFICATE AS THE RECEIPT FOR AMOUNTS PAID TO THE CITY OF CHINO FOR THE BUSINESS DESCRIBED HEREIN FOR THE PERIOD INDICATED. GRANTING OF THIS CERTIFICATE DOES NOT ENTITLE THE HOLDER TO OPERATE OR MAINTAIN A BUSINESS IN VIOLATION OF ANY LAW OR ORDINANCE. THIS LICENSE IS ISSUED WITHOUT VERIFICATION THAT THE LICENSEE IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA. THE CITY OF CHINO DOES NOT PASS ON THE QUALIFICATIONS OF THE HOLDER OF THIS CERTIFICATE.

Business License ID	Number
39190	39190
Type	Issued
GEN. CONTRACTOR/RESIDENTIAL	12/04/2013
Customer ID	Expires
15466	09/30/2014

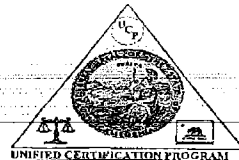
Mailing Address: **SUNWEST ENGINEERING CONSTRUCTORS
SUNWEST ENGINEERING CONSTRUCTORS INC
4780 CHEYENNE WAY
CHINO, CA 91710**

Owner Name:
SUNWEST ENGINEERING CONSTRUCTORS
Business Name and Address:
**SUNWEST ENGINEERING CONSTRUCTORS
4780 CHEYENNE WAY
CHINO, CA 91710**

POST IN A CONSPICUOUS PLACE

**THIS CERTIFICATE
IS
NON-TRANSFERABLE**

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: (916) 324-0449
Fax: (916) 324-1862
TTY 711

July 8, 2014

Ms. Pamela Lawrence
SunWest Engineering Constructors, Inc.
4780 Cheyenne Way
Chino, CA 91710

Firm Number: 41971

Dear Ms. Lawrence:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Federal Regulation (CFR) 49, Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under these specific areas of your expertise and license identified following a comprehensive review of your firm:

NAICS Category Codes	Description
811310	Service Machinery and Equipment Repair and Maintenance

Work Category Codes	Description
I7690	Miscellaneous Repair Shops
D3560	General Industrial Machinery

Your DBE certification is recognized solely for the above codes. You may review your firm's information in the CUCP DBE Database, which can be accessed at Caltrans' Web site at <http://www.dot.ca.gov/hq/bep/>. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must annually submit a No Change Declaration Form (which will be sent to you) along with supporting documentation. Based on your annual submission – that no change in ownership and control has occurred – or if changes have occurred, they do not affect your firm's DBE standing. The DBE certification of your firm will continue until or unless it is removed by Caltrans.

Ms. Lawrence

Firm Number: 41971

July 8, 2014

Page 2

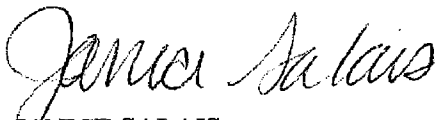
Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business-size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on Caltrans' contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your continued interest in participating in the DBE Program. I wish you every business success.

Sincerely,



JANICE SALAIS

Chief

Certification Branch

Todd M Hansen - 8045710

UST Installation/Retrofitting - Exp. 01/31/2015

California UST System Operator Exp. 11/07/2015

Vapor Recovery System Installation and Repair - Exp. 02/12/2016

INTERNATIONAL
CODE COUNCIL

Todd M Hansen - 8045710

UST Cathodic Protection - Exp. 03/29/2014

California UST Service Technician - Exp. 11/07/2015

Vapor Recovery System Testing and Repair - Exp. 01/25/2016

INTERNATIONAL
CODE COUNCIL

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Todd Hansen
Technician #B38687

has satisfactorily completed

Veeder-Root Vapor Products

- In-Station Diagnostics
- Carbon Canister Vapor Polisher
- PMC
- Wireless ISD/PMC



J. Paul Kaper, Manager, Service NPI



VEEDER-ROOT

3/27/2014

Date of Issue

3/26/2016

Expiration Date

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

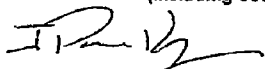
Todd Hansen
Technician #B38687

has satisfactorily completed

Veeder-Root Startup & Service Technician (Level 4)

in
TLS-3XX UST Monitoring Systems

(including Secondary Containment Vacuum Sensing - CA only)



J. Paul Kaper, Manager, Service NPI



VEEDER-ROOT

3/19/2014

Date of Issue

3/18/2016

Expiration Date

CERTIFICATE OF COMPLETION

Todd M. Hansen

successfully completed

Tester Orientation Class

for

AQMD Rule 461
Gasoline Storage and Dispensing

Date issued: March 22, 2013

#9106

THIS TESTER IS NOT A SOUTH COAST AQMD EMPLOYEE

Congratulations! You have demonstrated a commitment to the code enforcement profession by successfully achieving ICC certification. Your certification information will be posted on the Certification Website as an Active Certification. www.iccsafe.org

CERTIFICATION RENEWAL - Certification is valid for a three year period. For Renewal Information see the Bulletin at www.iccsafe.org

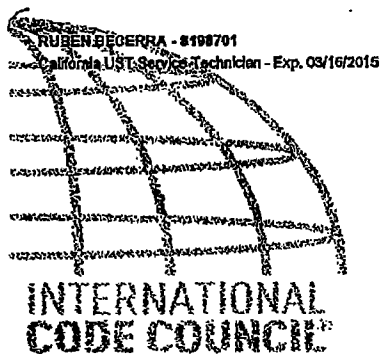
AST/UST Certification Renewal - Certification is valid for a two year period. For Renewal Information see the Bulletin at www.iccsafe.org

NAFED Certification Renewal - NAFED must receive your application for recertification and documentation at least 60 days prior to the expiration date of the current certification. www.nafed.org/certification/

Renewal of certifications is the responsibility of the certified individual. Please make sure you keep track of your renewal date(s), and advise ICC of any CHANGE OF ADDRESS. www.iccsafe.org

If you have achieved a NAFED certification you must notify NAFED of any change of address. www.nafed.org

Best wishes for continued success in your career, and thank you for your interest in the Certification Programs of the International Code Council.



ICC



ICC

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See Reverse Side For Easy Opening Instructions



Certification & Testing
900 Montclair Road
Birmingham, AL 35213

RUBEN BECERRA
2766 Pomona Blvd
Pomona, CA 91768

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Ruben Becerra

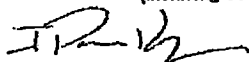
Technician #A20642

has satisfactorily completed

Veeder-Root Startup & Service Technician (Level 4)

TLS-3XX UST Monitoring Systems

(Including Secondary Containment Vacuum Sensing - CA only)



J. Paul Keper, Manager, Service NPI



VEEDER-ROOT

4/7/2013

Date of Issue

4/6/2015

Expiration Date

Print



Congratulations! You have demonstrated a commitment to the code enforcement profession by successfully achieving ICC certification. Your certification information will be posted on the Certification Website as an Active Certification. www.iccsafe.org

CERTIFICATION RENEWAL - Certification is valid for a three year period. For Renewal Information see the Bulletin at www.iccsafe.org

AST/UST Certification Renewal - Certification is valid for a two year period. For Renewal Information see the Bulletin at www.iccsafe.org

NAFED Certification Renewal - NAFED must receive your application for recertification and documentation at least 60 days prior to the expiration date of the current certification. www.nafed.org/certification/

Renewal of certifications is the responsibility of the certified individual. Please make sure you keep track of your renewal date(s), and advise ICC of any CHANGE OF ADDRESS. www.iccsafe.org

If you have achieved a NAFED certification you must notify NAFED of any change of address. www.nafed.org

Best wishes for continued success in your career, and thank you for your interest in the Certification Programs of the International Code Council.

Leonardo Aguilar, Jr - 6302718
UST Installation/Retrofitting - Exp. 08/16/2013
California UST System Operator - Exp. 01/23/2015

ICC

Leonardo Aguilar, Jr - 6302718
California UST Service Technician - Exp. 01/06/2016
Vapor Recovery System Installation and Repair - Exp. 01/23/2015

ICC

INTERNATIONAL
CODE COUNCIL

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Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Leonardo Aguilar

Technician #B30008

has satisfactorily completed

Veeder-Root Startup & Service Technician (Level 4)

TLS-3XX UST Monitoring Systems

(Including Secondary Containment Vacuum Sensing - CA only)



J. Paul Keper, Manager, Service NPI



3/21/2014

Date of Issue

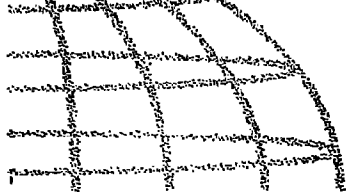
3/20/2016

Expiration Date

Print



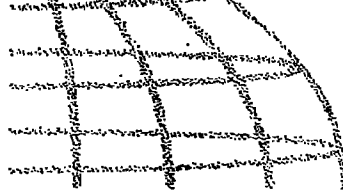
Spencer Kissick - 8169987
UST Installation/Relicensing - Exp. 01/10/2015
California UST System Operator - Exp. 08/13/2014



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Spencer Kissick - 8169987
UST Decommissioning - Exp. 01/10/2015
California UST Service Technician - Exp. 02/07/2015



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CERTIFICATE OF COMPLETION

Spencer Kissick

successfully completed

Tester Orientation Class

for

AQMD Rule 461

Gasoline Storage and Dispensing

Dated/Issued: March 22, 2013

#130310

THIS TESTER IS NOT A SOUTH COAST AQMD EMPLOYEE

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Spencer Kissick

Technician #B42885

has satisfactorily completed

Veeder-Root Startup & Service Technician (Level 2/3)

TLS-3XX UST Monitoring Systems

(including Secondary Containment Vacuum Sensing - CA only)



J. Paul Kaper, Manager, Service NPI



VEEDER-ROOT

3/29/2013

Date of Issue

3/28/2015

Expiration Date

Print



Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Spencer Kissick
Technician #B42885

has satisfactorily completed

Veeder-Root Vapor Products

- In-Station Diagnostics
- Carbon Canister Vapor Polisher
- PMC
- Wireless ISD/PMC



J. Paul Kaper, Manager, Service NPI



VEEDER-ROOT

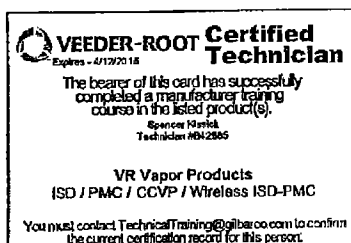
4/13/2013

Date of Issue

4/12/2015

Expiration Date

Print



PAUL MCCLANE - 8191873

California UST System Operator - Exp. 01/24/2015

Vapor Recovery System Installation and Repair - Exp. 03/04/2015

PAUL MCCLANE - 8191873

California UST Service Technician - Exp. 02/07/2015

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Paul McLane
Technician #A27638

has satisfactorily completed
Veeder-Root Startup & Service Technician (Level 4)
in
TLS-3XX UST Monitoring Systems
(Including Secondary Containment Vacuum Sensing - CA only)



J. Paul Keper, Manager, Service NPI



VEEDER-ROOT

12/3/2012

Date of Issue

12/2/2014

Expiration Date



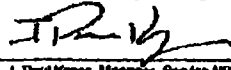
Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Paul McLane
Technician #A27638

has satisfactorily completed
Veeder-Root Startup & Service Technician (Level 4)
in
TLS-3XX UST Monitoring Systems
(Including Secondary Containment Vacuum Sensing - CA only)



J. Paul Hoyer, Manager, Service NP1



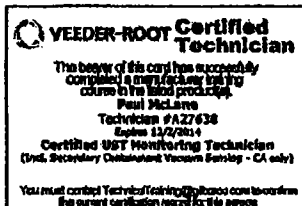
VEEDER-ROOT

12/3/2012

Date of Issue

12/2/2014

Expiration Date





International Code Council
500 New Jersey Avenue, NW
Washington, DC 20001

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

[Handwritten Signature]

Not valid unless signed by certificate holder.

ICC Certification attests to competent knowledge of codes and standards.

EXTERIOR OF CARD

**ICC CERTIFICATIONS HELD
ARE FOUND ON THE
REVERSE SIDE OF THIS
CARD**

Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Kenneth Withee

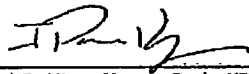
Technician #B44167

has satisfactorily completed

Veeder-Root Startup & Service Technician (Level 2/3)

TLS-3XX UST Monitoring Systems

(Including Secondary Containment Vacuum Sensing - CA only)



J. Paul Keper, Manager, Service NPI



VEEDER-ROOT

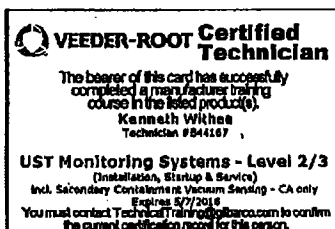
5/8/2014

Date of Issue

5/7/2016

Expiration Date

Print



Technical Training Certification

Certificate of Completion

This certificate is issued in recognition that

Kenneth Withee

Technician #B44167

has satisfactorily completed

GVR Technician Safety Course - U.S. Canada



J. Paul Kaper, Manager, Service NPI



GILBARCO
VEEDER-ROOT

4/19/2014

Date of Issue

4/18/2015

Expiration Date

[Print](#)



MJKCONS-01 DADACAYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2014

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 License # 0E67768 IOA Insurance Services-ORG 130 Vantis, Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Morgan White		
	PHONE (A/C, No, Ext): (949) 297-5962	FAX (A/C, No): (949) 297-5960	
	E-MAIL ADDRESS: Morgan.White@ioausa.com		
INSURED Sunwest Engineering Constructors, Inc. 4780 Cheyenne Way Chino, CA 91710	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B: American States Insurance Company		19704
	INSURER C: National Union Fire Insurance Company of Pittsburg PA		19445
	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 CERTIFICATION 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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5000 Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	EF4ML05074131	09/27/2013	09/27/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 CONTRACTORS POL \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01C16419242	09/27/2013	09/27/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EF4CU00534131	09/27/2013	09/27/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	019397656	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		EF4ML05074131	09/27/2013	09/27/2014	Per Claim 1,000,000
A	Claims-Made/\$5K Ded		EF4ML05074131	09/27/2013	09/27/2014	Aggregate Limit: 2,000,000

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

Re: Contract No. 001936

Los Angeles Public Works Department Named Additional Insured with respects to General Liability per forms CG20100704 & CG20370704; on Primary and Non-Contributory basis per form ECG245140500 as stated per written contract for work performed by Named Insured.

Waiver of Subrogation applies to Workers Compensation per form WC0403611190 as stated per written contract for work performed by Named Insured.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions

CERTIFICATE HOLDER

CANCELLATION

Los Angeles Public Works Department P.O. Box 7508 Alhambra, CA 91802-7508	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 <i>Elizabeth Lisch, CFC</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY PROVISION – YOUR OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4., **Other Insurance of Conditions (Section IV)** is amended by the addition of the following:

If insurance similar to this insurance is held by a person or organization that is:

- a. An owner of real or personal property on which you are performing operations; or
- b. A contractor on whose behalf you are performing operations,

this insurance is primary to that other insurance, and that other insurance shall not contribute to amounts payable under this insurance, for liability arising out of your ongoing operations performed for that person or organization under a written contract. However, this does not apply to any person or organization:

- a. From whom you did not receive a specific written request that this insurance be primary insurance, or if you did not receive that request prior to the date that your operations for that person or organization commenced; or
- b. For whom a certificate of insurance evidencing that request is not on file with, or received by, us prior to sixty days after the end of the policy period for this insurance.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/01/2014

forms a part of Policy No. 019397656

Issued to Sunwest Engineering Constructors Inc.

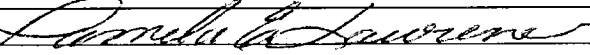
By

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be
for this policy.

% of the total estimated workers compensation premium

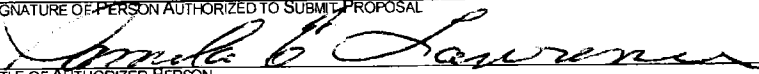
VERIFICATION OF PROPOSAL

DATE: July 21, 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: As Needed Underground and Aboveground Storage Tank Certification Services (2014-AN023)			
DECLARANT INFORMATION			
3. Name Of declarant: Pamela E. Lawrence			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). SunWest Engineering Constructors, Inc.			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: SunWest Engineering Constructors, Inc.		Telephone No.: 888-588-8737	
Physical Address (NO P.O. BOX): 4780 Cheyenne Way, Chino, CA 91710		Mobile No.: 562-716-8168	
e-mail: plawrence@sunwestengineering.com		Fax No.: 909-594-6169	
County Web Ven No.: 14064801	IRS No.: 33-0658866	Business License No.: 39190-Chino	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:	State:	Year(s) became DBA:	
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: 4780 Cheyenne Way, Chino, CA 91710		
	State of incorporation: CA	Year incorporated: 1994	
<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:		
	Secretary:		
<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) Pamela E. Lawrence	Title President	Phone 888-588-8737	Fax 909-594-6169
Street 4780 Cheyenne Way	City Chino	State CA	Zip 91710
Name(s) Michael J. Kissick	Title Secretary	Phone 888-588-8737	Fax 909-594-6169
Street 4780 Cheyenne Way	City Chino	State CA	Zip 91710
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: 07/21/2014
Type name and title: Pamela E. Lawrence, President			

**SCHEDULE OF PRICES FOR
AS-NEEDED UNDERGROUND & ABOVEGROUND STORAGE TANK CERTIFICATION SERVICES
(2014-AN023)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, 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.

ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	ESTIMATED QTY/UNITS	PROPOSED PRICE (Unit Cost X Est. Qty)
UST& AST REGULATION COMPLIANCE					
1.a	UST/AST Monitoring System Certification	Per Site	\$ <u>415.00</u>	55	\$ <u>22,825.00</u>
1.b	UST/AST Vapor Recovery System (Air Quality Management District & CARB) Certification	Per Tank	\$ <u>400.00</u>	55	\$ <u>22,000.00</u>
1.c	Secondary Containment Testing (Senate Bill 989) including spill bucket, under dispenser containment, tank annular space.	Per Tank	\$ <u>674.00</u>	96	\$ <u>64,704.00</u>
1.d	Test of Spill Bucket	Per Unit	\$ <u>25.00</u>	96	\$ <u>2,400.00</u>
Total Proposed Annual Price (Items 1a-1d)					\$ <u>111,929.00</u>

LEGAL NAME OF PROPOSER SunWest Engineering Constructors, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE July 21, 2014	STATE CONTRACTOR'S LICENSE NUMBER 703190	LICENSE TYPE A-Haz, B
PROPOSER'S ADDRESS 4780 Cheyenne Way, Chino, CA 91710		
PHONE 888-588-8737	FACSIMILE 909-594-6169	E-MAIL plawrence@sunwestengineering.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: SunWest Engineering Constructors, Inc.		
Company Address: 4780 Cheyenne Way		
City: Chino	State: CA	Zip Code: 91710
Telephone Number: 888-588-8737		
(Type of Goods or Services): Underground and Aboveground storage tank services		

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

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

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

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

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


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

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

Part II: Certification of Compliance

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

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

Print Name: Pamela E. Lawrence	Title: President
Signature: 	Date: July 21, 2014

ORIGINAL

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: As Needed Underground and Aboveground Storage Tank Certification Services

SERVICE BY PROPOSER SunWest Engineering Constructors, Inc.

PROPOSAL DATE: July 21, 2014

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.	76	65	89	197	150	577	65
2. Total dollar amount of Contracts (in thousands of dollars).	\$1,400	\$1,200	\$1,800	\$2,600	\$1,800	\$8,800	\$2,000
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

Pamela E. Lawrence, President

Name of Proposer or Authorized Agent (print)



Signature

07/21/2014

Date

CONFLICT OF INTEREST CERTIFICATION

I, Pamela E. Lawrence

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

of SunWest Engineering Constructors, 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 July 21, 2014

PROPOSER'S REFERENCE LIST

PROPOSER NAME: SunWest Engineering Constructors, Inc.PROPOSED CONTRACT FOR: As Needed Underground and Aboveground Storage Tank Certification Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, 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: Storage Tank Certification Services	SERVICE DATES: 2009-Present
DEPT/DISTRICT: Dept. of Public Works, Administrative Services Division	
CONTACT: Carla Canales	
TELEPHONE: 626-458-7325	
FAX:	
E-MAIL: ccanales@dpw.lacounty.gov	

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Storage Tank Compliance, testing, Maintenance	SERVICE DATES: 1996-Present
AGENCY/FIRM: Verizon	
ADDRESS: 2400 North Glenville Drive, Richardson, TX 75082	
CONTACT: Robert Mahan	
TELEPHONE: 214-995-7315	
FAX:	
E-MAIL: robert.mahan@verizon.com	

SERVICE: Storage Tank Compliance, testing, Maintenance	SERVICE DATES: 1999-Present
AGENCY/FIRM: Southern California Edison	
ADDRESS: 2244 Walnut Grove Ave., Rosemead, CA 91770	
CONTACT: David Barr	
TELEPHONE: 626-302-5901	
FAX: 626-302-7002	
E-MAIL: David.Barr@SCE.com	

SERVICE: Storage Tank Testing	SERVICE DATES:
AGENCY/FIRM: Metropolitan Water District	
ADDRESS: 700 N. Alameda Street, Los Angeles, CA 90012	
CONTACT: Doug Cox	
TELEPHONE: 213-217-7728	
FAX: 213-830-4584	
E-MAIL: dcox@mwdh29.com	

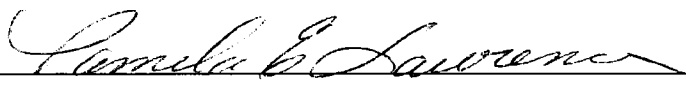
SERVICE: Storage Tank Certification	SERVICE DATES:
AGENCY/FIRM: City of Santa Monica	
ADDRESS: 333 Olympic Drive, Santa Monica, CA 90401	
CONTACT: Monica Hanley	
TELEPHONE: 310-458-8227	
FAX: 310-395-3395	
E-MAIL: Monica.Hanley@SMGOV.net	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	SunWest Engineering Constructors, Inc.
Address	4780 Cheyenne Way, Chino, CA 91710
Internal Revenue Service Employer Identification Number	33-0658866

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="radio"/> YES <input type="radio"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="radio"/> YES <input type="radio"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="radio"/> YES <input type="radio"/> 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="radio"/> YES <input type="radio"/> NO

Authorized representative	Pamela E. Lawrence	
Signature		Date July 21, 2014

FORM PW-8

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.

[illegible]

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: SunWest Engineering Constructors, Inc.

My County (WebVen) Vendor Number: 14064801

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):						
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						
Hispanic/Latino			1	2	2	1
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2		6	1

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

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

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
Ca Public Utilities Commission		X			11/28/2014

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: July 21, 2014
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GAIN and GROW EMPLOYMENT COMMITMENT

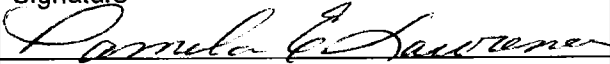
The undersigned:

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

OR

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

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

Signature 	Title President
Firm Name SunWest Engineering Constructors, Inc.	Date July 21, 2014

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name: SunWest Engineering Constructors, Inc.	Date of Request:
Project Title:	Project No.

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____ _____ _____ _____	
Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

SunWest Engineering Constructors, Inc.

Company Name

4780 Cheyenne Way, Chino, CA 91710

Address

33-0658866

Internal Revenue Service Employer Identification Number

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.

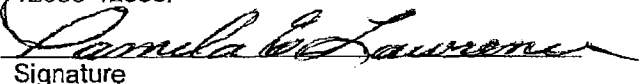


OR

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.


Signature

July 21, 2014

Date

Pamela E. Lawrence, President

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


COMPANY NAME: SunWest Engineering Constructors, Inc.		
COMPANY ADDRESS: 4780 Cheyenne Way		
CITY: Chino	STATE: CA	ZIP CODE: 91710

☒ 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: Pamela E. Lawrence	TITLE: President
SIGNATURE: 	DATE: July 21, 2014

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: SunWest Engineering Constructors, 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.

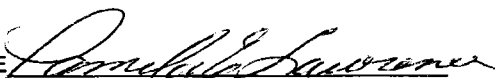
SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

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: July 21, 2014

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: SunWest Engineering Constructors, Inc.

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

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

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

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

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

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

Signature of Proposer:  Date: July 21, 2014

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
AS-NEEDED UNDERGROUND & ABOVEGROUND STORAGE TANK CERTIFICATION SERVICES
(2014-AN023)**

SunWest Engineering Constructors, Inc.

Proposer's Name

4780 Cheyenne Way, Chino, CA 91710

Address

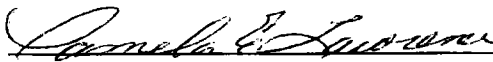


If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.



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

Signature of Proposer:



Date: July 21, 2014

**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: Pamela E. Lawrence	Title: President
Signature: 	Date: July 21, 2014

REQUEST FOR 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.

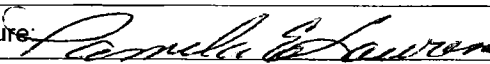
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise 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 made 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 Disabled Veteran Business Enterprise 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 Disabled Veteran Enterprise 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: SunWest Engineering Constructors, Inc.	County Webven No.
Print Authorized Name: Pamela E. Lawrence	Title: President
Authorized Signature: 	Date: July 21, 2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP
AS-NEEDED UNDERGROUND AND ABOVEGROUND STORAGE TANK CERTIFICATION
SERVICES (2014-AN023)**

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) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or 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:

1. Proposer or its managing employee must have a minimum of three years' experience performing underground storage tank inspection, certification and/or maintenance services.

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

No. of Years	Description
20	See attached company information.

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

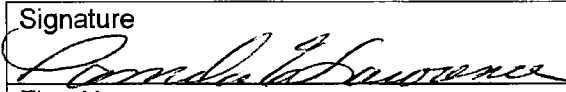
OR

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

Name	No. of Years	Description
Pamela E. Lawrence	25	See attached company information

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

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

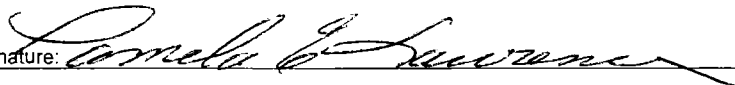
Signature 	Title President
Firm Name SunWest Engineering Constructors, Inc.	Date July 21, 2014

CONTRACTOR'S CERTIFICATION AND LICENSING INFORMATION
FOR
AS-NEEDED UNDERGROUND AND ABOVEGROUND STORAGE TANK CERTIFICATION
(2014-AN023)

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

License/Certification Name	Name on License	License/Certification/ Permit Number	Active Date	Expiration Date
a) California General Engineering Contractor Class A License	Pamela E. Lawrence	703190	02/28/95	02/28/15
b) California Underground Storage Tank Service Technician Certification issued by the International Code Council (ICC)	Paul McLane	5238651	02/07/2013	02/07/2015
c) California Underground Storage Tank Service Technician Certification issued by the ICC	Spencer Kissick	8169987	02/07/2013	02/07/2015
d) California Underground Storage Tank Service Technician Certification issued by the ICC	Ruben Becerra	8198701	03/16/2013	03/16/2015
e) Veeder-Root Certified Technician Certification	Paul McLane	A27638	12/03/12	12/02/14
f) Veeder-Root Certified Technician Certification	Spencer Kissick	B42885	03/29/13	03/28/15
g) Veeder-Root Certified Technician Certification	Ruben Becerra	A20642	04/07/2013	04/06/2015

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.

Proposer's Name: SunWest Engineering Constructors, Inc.	
Address: 4780 Cheyenne Way, Chino, CA 91710	
Authorized representative: Pamela E. Lawrence	
Signature: 	Date: July 21, 2014

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 G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, 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; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Company has never been fined in its history by any Regulatory and Governmental Agency.
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; suspension; possible termination for default of contract.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Company has never been fined in its history for Violation of the NPDES
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Reports are available to customer immediately upon completion of any test or inspection, and Reviewed reports within 72 hours of test or inspection
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Specialized report creation is available in a variety of formats, covering all services, parts, etc.

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

EXHIBIT F

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 G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, 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 fingerprint background check submitted to the California Department of Justice to include State and local-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.	\$100 per employee per day who is not certified as passing the background check.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest currently performs criminal background checks on all employees, however, fingerprint background checks are not currently performed. Fingerprint background checks have been made on SunWest owners, and employees will be subjected to fingerprint background checks if required.
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	All certified employees have a thorough knowledge of their jobs, as well as experience with a variety of client facilities, protocols, and procedures
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest currently maintains a full time staff of 18, including 6 fully certified field technicians
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	All SunWest field employees have photo ID Badges.
5. Uniform	Uniforms worn by all day time employees on the job.	\$50 per employee, per occurrence.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All SunWest field personnel are required to wear company uniforms at all times.

*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 G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	See enclosed Company information
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	See enclosed Company information
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	LADPW will have a designated Project Manager and any changes will be communicated to LADPW in writing.
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Complaints, requests and discrepancies are responded to by senior management immediately.
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest provides QA/QC inspections of work performed in field as required.
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$200 per occurrence; possible suspension.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest has many advanced, electronic tools available to staff and clients which provide audit history, accessibility and accountability. Complaints and requests are handled timely by senior management staff.

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

EXHIBIT F

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 G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest Meets all requirements of the Contract.
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest's representative shall be thoroughly familiar with SunWest's Injury and Illness Prevention Program and Code of Safe Practices
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	All field personnel speak, write and understand English
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest has included copies of its current insurance cert which meets Contract requirements
2. Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	\$200 per day; possible suspension; possible termination for default of contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest will provide a valid Performance Bond for the duration of the contract.
3. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest maintains all historical records on all clients since 2008 in its electronic databases
4. Use of Subcontractor without Approval and/or	Obtain County's written approval prior to subcontracting	\$500 per occurrence; possible suspension;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SunWest does not anticipate the use of subcontractors on this contract

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

EXHIBIT F

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

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
Authorization.	any work.	possible termination for default of contract.	<input type="checkbox"/> N/A	
5. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest meets all licensing and certification requirements for the work.
6. 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest agrees that no rights or duties shall be assigned under this contract without prior written consent of County.
7. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	SunWest has an exceptional safety record.

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

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need it. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 13

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OHS no. 1215-0176

Establishment name SumWest E.C., Inc.
City Pomona State CA

Identify the person

(A) Case no. (B) Employee's name (C) Job title (e.g., Miller) (D) Date of injury or onset of illness (E) Where the event occurred (e.g., Loading dock north end) (F) Describe injury or illness, parts of body affected, and object/influence that directly injured or made person ill (e.g., Second degree burn on right forearm from anytime work)

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Days away from work (M) Job transfer or restriction (N) Other recordable cases (G) Death (H) Days away from work or restriction (I) Job transfer or restriction (J) Other recordable cases

Enter the number of days the injured or ill worker was:

Away from work (K) On job transfer or restriction (L) Days away from work or restriction (M) Job transfer or restriction (N) Other recordable cases (O) Death (P) Days away from work or restriction (Q) Job transfer or restriction (R) Other recordable cases

Check the injury column or check one type of illness

(1) Injury (2) Skin disorder (3) Respiratory condition (4) Poisoning (5) Infection (6) All other illness

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 16 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, including the instructions, OMB Office of Management and Administration, Paperwork Project, Washington, DC 20503. Do not send the completed form to the office.

Summary of Work-Related Injuries and Illnesses



Year 20 13

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OSHA No. 324-005

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(3) <u>0</u>	(4) <u>0</u>	(5) <u>0</u>	(6) <u>0</u>

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(7) <u>0</u>	(8) <u>0</u>

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(9) <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed form to this office.

Establishment Information

Your establishment name SunWest E.C., Inc.
Street 2766 Pomona Blvd.
City Pomona State CA ZIP 91768

Industry description (e.g., *Manufacture of motor vehicle engines*)
underground storage tank install and removal

Standard Industrial Classification (SIC), if known (e.g., 3711)
1 7 9 9

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, use the Worksheet on the back of this page to estimate.)

Annual average number of employees 15
Total hours worked by all employees last year 29,937.93

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Samuel Lawrence
(909) 594-9830 1 06 2014

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care provider within 30 days away from work, or medical treatment beyond first aid. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in CFR Title 29, Section 190.101 through 190.102. Feel free to call your local OSHA office for help.

Establishment name	Sun West Engineering Con	State	CA
City	Pomona		

Identify the person			Describe the case		Classify the case																
(A) Case No.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., month/day)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Using these four categories, check ONLY the most serious result for each case:		Enter the number of days away from work due to the injury or illness or in worker was:													
						Death	Days away from work	Job transfer or restriction	Remained at work Other restricted able to do	Away from work (K)	On job transfer or restriction (L)	Check the " Injury" column or check one type of illness: Injury									
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

Cal/OSHA Form 300A (Rev. 7/2007)

Appendix B

Annual Summary of Work-Related Injuries and Illnesses



Year

Department of Industrial Relations
Division of Occupational Safety & Health

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.
Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".
Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0
(N)	(1)	(2)	(3)	(4)	(5)	(6)

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Establishment Information	
Your establishment name	Sun West Engineering Constructors
Street	2766 Pomona Blvd.
City	Pomona
State	CA
Zip	91768
Industry description (e.g., Manufacture of motor truck trailers)	
underground storage tank service & repair	
Standard Industrial Classification (SIC), if known (e.g., SIC 3719)	
1 7 9 9	
Employment Information (If you don't have these figures, use the optional Worksheet to estimate.)	
Annual average number of employees	13
Total hours worked by all employees last year	28,946
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
Signature	05/30/13
Print name	Date
(909) 594-9830	05/30/13
Phone	Date

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name SunWest E.C., Inc.
 City Pomona State CA

Identify the person

(A) Case no.
 (B) Employee's name

(C) Job title
 (e.g., Welder)

(D) Date of injury or onset of illness

(E) Where the event occurred
 (e.g., Loading dock north end)

(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burn on right forearm from drywall torch)

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Remained at Work

Days away from work (H) ☐ Job transfer or restriction (I) ☐ Other recordable cases (J) ☐

Death (G) ☐

Enter the number of days the injured or ill worker was:

Away from work (K) ☐ On job transfer or restriction (L) ☐

Check the "Injury" column or choose one type of illness:

Injury (1) ☐ Skin disorder (2) ☐ Respiratory condition (3) ☐ Poisoning (4) ☐ Hearing loss (5) ☐ All other illnesses (6) ☐

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20310. Do not send the completed form to this office.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this data collection, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0182-0002), Washington, DC 20503.

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Sunwest E.C., Inc.
 City Pomona State CA

Identify the person

(A) Case no. (B) Employee's name (C) Job title (e.g., Welder)

Describe the case

(D) Date of injury or onset of illness (E) Where the event occurred (e.g., Loading dock north end)

(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from arc/weld torch)

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Remained at Work

Days away from work (H)

Job transfer or restriction (I)

Other recordable case (J)

Death (G)

Enter the number of days the injured or ill worker was:

Away from work (K)

On job transfer or restriction (L)

Check the "injury" column or choose one type of illness:

(M) Injury (1) (2) (3) (4) (5) (6)

Illness (1) (2) (3) (4) (5) (6)

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 2

Summary of Work-Related Injuries and Illnesses



Year 20 11

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OSHA no. 125-076

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 307 or its equivalent. See 29 CFR Part 1904.35. In OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this information to the Office of Management and Budget, Paperwork Project (0434-0188).

Establishment Information

Your establishment name Sunvest E.C., Inc.

Street 2766 Pomona Blvd.

City Pomona State CA ZIP 91768

Industry description (e.g., *Manufacture of motor truck trailers*)

Service & Maintenance

Standard Industrial Classification (SIC), if known (e.g., 3715)

1 7 2 9

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information (If you don't have these figures, use the Handbook on the back of this page to estimate.)

Annual average number of employees 10

Total hours worked by all employees last year 21,054.00

Sign Here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive 909 594 - 9850 Date 2/23/2011

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR part 1904.18. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMA no. 1218-0176

Establishment name SunWest E.C., Inc.

City Pomona State CA

Identify the person			Describe the case			Classify the case CHECK ONLY ONE box for each claim, based on the most serious outcome for that case:						Enter the number of days the employee was absent from work or the number of days the employer or insured paid compensation for all or part of the injury or illness.						Check the "injury" column or check the "illness" column or check both columns if the injury or illness also type of illness.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)	(U)	(V)	(W)	(X)	(Y)	(Z)	(AA)	(AB)	(AC)	(AD)	(AE)	(AF)	(AG)	(AH)	(AI)	(AJ)	(AK)	(AL)	(AM)	(AN)	(AO)	(AP)	(AQ)	(AR)	(AS)	(AT)	(AU)	(AV)	(AW)	(AX)	(AY)	(AZ)	(BA)	(BB)	(BC)	(BD)	(BE)	(BF)	(BG)	(BH)	(BI)	(BJ)	(BK)	(BL)	(BM)	(BN)	(BO)	(BP)	(BQ)	(BR)	(BS)	(BT)	(BU)	(BV)	(BW)	(BX)	(BY)	(BZ)	(CA)	(CB)	(CC)	(CD)	(CE)	(CF)	(CG)	(CH)	(CI)	(CJ)	(CK)	(CL)	(CM)	(CN)	(CO)	(CP)	(CQ)	(CR)	(CS)	(CT)	(CU)	(CV)	(CW)	(CX)	(CY)	(CZ)	(DA)	(DB)	(DC)	(DD)	(DE)	(DF)	(DG)	(DH)	(DI)	(DJ)	(DK)	(DL)	(DM)	(DN)	(DO)	(DP)	(DQ)	(DR)	(DS)	(DT)	(DU)	(DV)	(DW)	(DX)	(DY)	(DZ)	(EA)	(EB)	(EC)	(ED)	(EE)	(EF)	(EG)	(EH)	(EI)	(EJ)	(EK)	(EL)	(EM)	(EN)	(EO)	(EP)	(EQ)	(ER)	(ES)	(ET)	(EU)	(EV)	(EW)	(EX)	(EY)	(EZ)	(FA)	(FB)	(FC)	(FD)	(FE)	(FF)	(FG)	(FH)	(FI)	(FJ)	(FK)	(FL)	(FM)	(FN)	(FO)	(FP)	(FQ)	(FR)	(FS)	(FT)	(FU)	(FV)	(FW)	(FX)	(FY)	(FZ)	(GA)	(GB)	(GC)	(GD)	(GE)	(GF)	(GG)	(GH)	(GI)	(GJ)	(GK)	(GL)	(GM)	(GN)	(GO)	(GP)	(GQ)	(GR)	(GS)	(GT)	(GU)	(GV)	(GW)	(GX)	(GY)	(GZ)	(HA)	(HB)	(HC)	(HD)	(HE)	(HF)	(HG)	(HH)	(HI)	(HJ)	(HK)	(HL)	(HM)	(HN)	(HO)	(HP)	(HQ)	(HR)	(HS)	(HT)	(HU)	(HV)	(HW)	(HX)	(HY)	(HZ)	(IA)	(IB)	(IC)	(ID)	(IE)	(IF)	(IG)	(IH)	(II)	(IJ)	(IK)	(IL)	(IM)	(IN)	(IO)	(IP)	(IQ)	(IR)	(IS)	(IT)	(IU)	(IV)	(IW)	(IX)	(IY)	(IZ)	(JA)	(JB)	(JC)	(JD)	(JE)	(JF)	(JG)	(JH)	(JI)	(JJ)	(JK)	(JL)	(JM)	(JN)	(JO)	(JP)	(JQ)	(JR)	(JS)	(JT)	(JU)	(JV)	(JW)	(JX)	(JY)	(JZ)	(KA)	(KB)	(KC)	(KD)	(KE)	(KF)	(KG)	(KH)	(KI)	(KJ)	(KL)	(KM)	(KN)	(KO)	(KP)	(KQ)	(KR)	(KS)	(KT)	(KU)	(KV)	(KW)	(KX)	(KY)	(KZ)	(LA)	(LB)	(LC)	(LD)	(LE)	(LF)	(LG)	(LH)	(LI)	(LJ)	(LK)	(LL)	(LM)	(LN)	(LO)	(LP)	(LQ)	(LR)	(LS)	(LT)	(LU)	(LV)	(LW)	(LX)	(LY)	(LZ)	(MA)	(MB)	(MC)	(MD)	(ME)	(MF)	(MG)	(MH)	(MI)	(MJ)	(MK)	(ML)	(MN)	(MO)	(MP)	(MQ)	(MR)	(MS)	(MT)	(MU)	(MV)	(MW)	(MX)	(MY)	(MZ)	(NA)	(NB)	(NC)	(ND)	(NE)	(NF)	(NG)	(NH)	(NI)	(NJ)	(NK)	(NL)	(NM)	(NN)	(NO)	(NP)	(NQ)	(NR)	(NS)	(NT)	(NU)	(NV)	(NW)	(NX)	(NY)	(NZ)	(OA)	(OB)	(OC)	(OD)	(OE)	(OF)	(OG)	(OH)	(OI)	(OJ)	(OK)	(OL)	(OM)	(ON)	(OO)	(OP)	(OQ)	(OR)	(OS)	(OT)	(OU)	(OV)	(OW)	(OX)	(OY)	(OZ)	(PA)	(PB)	(PC)	(PD)	(PE)	(PF)	(PG)	(PH)	(PI)	(PJ)	(PK)	(PL)	(PM)	(PN)	(PO)	(PP)	(PQ)	(PR)	(PS)	(PT)	(PU)	(PV)	(PW)	(PX)	(PY)	(PZ)	(QA)	(QB)	(QC)	(QD)	(QE)	(QF)	(QG)	(QH)	(QI)	(QJ)	(QK)	(QL)	(QM)	(QN)	(QO)	(QP)	(QQ)	(QR)	(QS)	(QT)	(QU)	(QV)	(QW)	(QX)	(QY)	(QZ)	(RA)	(RB)	(RC)	(RD)	(RE)	(RF)	(RG)	(RH)	(RI)	(RJ)	(RK)	(RL)	(RM)	(RN)	(RO)	(RP)	(RQ)	(RR)	(RS)	(RT)	(RU)	(RV)	(RW)	(RX)	(RY)	(RZ)	(SA)	(SB)	(SC)	(SD)	(SE)	(SF)	(SG)	(SH)	(SI)	(SJ)	(SK)	(SL)	(SM)	(SN)	(SO)	(SP)	(SQ)	(SR)	(SS)	(ST)	(SU)	(SV)	(SW)	(SX)	(SY)	(SZ)	(TA)	(TB)	(TC)	(TD)	(TE)	(TF)	(TG)	(TH)	(TI)	(TJ)	(TK)	(TL)	(TM)	(TN)	(TO)	(TP)	(TQ)	(TR)	(TS)	(TT)	(TU)	(TV)	(TW)	(TX)	(TY)	(TZ)	(UA)	(UB)	(UC)	(UD)	(UE)	(UF)	(UG)	(UH)	(UI)	(UJ)	(UK)</

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503, Department of Administration, Paperwork Project Room N-5964.

Do not send the completed forms to this office.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page totals

	Page	No.
Majority	()	
Minority	()	
Stale discharge	()	
Referral by	()	
Publication	()	
Hearing box	()	
All others	()	

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u> (3)	<u>0</u> (4)	<u>0</u> (5)	<u>0</u> (6)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u> (7)	<u>0</u> (8)

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 28 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send this response to the Office of Management and Budget, Paperwork Project (0304-0001).

Establishment Information

Your establishment name SunWest E.C. Inc.
Street 2706 Panama Blvd.
City Panama State GA ZIP 91768

Industry description (e.g., Manufacture of metal (gold) jewelry)
Standard Industrial Classification (SIC), if known (e.g., 3715)
OR
North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)
Annual average number of employees 8
Total hours worked by all employees last year 17,170.5

Sign here
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

209, 594 9850 3/24/10

AWARDS

As PUBLISHED IN
LOS ANGELES BUSINESS JOURNAL

AUGUST 2010

**100
LARGEST
WOMEN-OWNED
BUSINESSES
BASED IN L.A. COUNTY**



RANKED BY 2009 REVENUE

As PUBLISHED IN

AUGUST 2011

Los ANGELES BUSINESS JOURNAL

100 LARGEST

**WOMEN-OWNED
BUSINESSES**

IN LOS ANGELES COUNTY

2011

BY 2010 REVENUE

As PUBLISHED IN

June 2010

THE BUSINESS PRESS

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