

**PROFESSIONAL SERVICES AGREEMENT
FOR ROOT PRUNING**

THIS AGREEMENT is made and entered into this _____ day of _____, 2005 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and UNITED PACIFIC SERVICES, INC., a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform root pruning and installation of root barriers at various selected sites within the City as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys’ fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant’s

performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Ninety-Eight Thousand Three Hundred Forty-Five Dollars (\$98,345.00) for the three (3) year term.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other

conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years ending on May 31, 2008, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to

contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

United Pacific Services, Inc.
120 East La Habra Blvd., Suite 107
La Habra, CA 90631
Tel: 562-691-4600
Fax: 562-691-8839
Attn: Gus Franklin

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-327-7492
Fax: 714-327-7558
Attn: Dean Rodia/Debbie Dobrott

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated

by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Prevailing Wage: Consultant shall comply in all respects with Title 40 U.S.C. Section 276a, also known as "The Davis-Bacon Act," where Federal government funds are involved, and Consultant shall also comply in all respects with California Labor Code, Sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code Section 1776.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

UNITED PACIFIC SERVICES, INC.

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CITY'S REQUEST FOR PROPOSAL



CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

CITY OF COSTA MESA

NOTICE INVITING BIDS FOR

ROOT PRUNING AND INSTALLATION OF ROOT BARRIERS

BID ITEM NO. 1081

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Costa Mesa to wit: The City Clerk, P.O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of 10:00 a.m. on **May 2, 2005**. It shall be the responsibility of the bidder to deliver his bid to the City Clerk Office by the proper announced time. Delivery Location: City of Costa Mesa, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

Bids shall be returned to the attention of the City Clerk, within said time limit, in a sealed envelope identified on the outside with the *Bid Item Number and the Opening Date*. Bids will be publicly opened and read aloud at 10:00 a.m. or as soon thereafter as practicable on **May 2, 2005**, in the Council Chambers.

Additional sets of the *Notice Inviting Bids* may be obtained by authorized vendors at the Office of the Purchasing Supervisor, 77 Fair Drive, Room 100, Costa Mesa, California 92626, 714/754-5227.

Dated: April 6, 2005

CONDITIONS. The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation of law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit or creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions: (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

MISCELLANEOUS CONDITIONS

19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

L. BIDDER'S INFORMATION FORM

Each bid shall set forth the full names and residences of all persons and parties interested in the proposal. If the bid is by corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers. If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The undersigned, as bidder, declares that all documents regarding this bid have been examined and accepted and that, if awarded, will enter into a contract with the City of Costa Mesa.

Firm Name: UNITED PACIFIC SERVICES, INC.

Address: 120 E. La Habra Blvd., Suite 107

La Habra, California 90631

Telephone: (562) 691-4600
Area Code

Fax: (562) 691-8839
Area Code

Length of time in business: 5+ Years

Federal Tax I.D. Number: 33-0841901

Incorporated: Yes No

Signature: 

Circle One: Owner Partner Officer

Print Signature's Name: Gus K. Franklin

Title: President

Vendor's Contact Person: Eric L. Franklin 562 691-4600

Telephone

RULES FOR BIDDING

BIDDER IS REQUESTED TO READ BID COMPLETELY BEFORE CALLING PURCHASING WITH QUESTIONS.

- A. Late bids will not be accepted. It is the responsibility of the bidder to deliver bids by the proper announced time and date.
- B. Bid must be completed in its entirety on the City's Notice Inviting Bids form. Incomplete bids will be rejected.
- C. Bids are publicly opened and read at the date and time published in the bid document. Anyone may attend.
- D. The City of Costa Mesa reserves the right to accept or reject any or all bids, to cancel in part or in its entirety this solicitation, to waive any informality, technical defect, or clerical error in the bid document, and to negotiate with any qualified source. Award may be made in any combination most beneficial to the City, including no award. False, misleading, incomplete or unresponsive statements in connection with the submittal may be deemed sufficient cause for rejection. The City shall be the sole judge in making such determinations. By participating in this solicitation, bidders agree to accept the decision of the Purchasing Supervisor as final. All opened bids received will be public record.
- E. If any bidder contemplating submitting a bid is in doubt as to the meaning of any part of the bid documents, or finds discrepancies in, or omissions from the specifications, bidder may request from the Purchasing Supervisor, in writing an interpretation or correction thereof. The person submitting such a request shall be responsible for its prompt delivery. All interpretations of the bid document will be made by addenda only, duly issued, and a copy of each such at the submitter's last address of record. The City will not be responsible for any other explanation or interpretation of the bid documents. Whenever a question as to the meaning of any portion of this document, contact the Purchasing Supervisor, Debbie Dobrott, at (714) 754-5212.
- F. **Bidder must submit one (1) original bid and two (2) complete copies of the bid. (Copies must be marked "COPY" on Page 1).***
- G. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected, and must be initialed in ink by person signing the bid. Bidders will take all responsibility for any errors or omissions in their quotation. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City of Costa Mesa.
- H. The City of Costa Mesa reserves the right to postpone the date and time of the opening of bids by announcing the same at any time prior to the date and time announced in this document.
- I. In submitting the bid, the bidder acknowledges that the bidder has thoroughly and carefully read and understands the bid document and attachments; agrees to furnish the product at the prices, quantities, and terms and conditions stated; and certifies that the information contained in the bid is true and complete to the best of the bidder's knowledge.

* *Important note*

Bids/Awards:

Please quote your most competitive pricing, INCLUDING ANY GOVERNMENT OR CO-OPERATIVE AGREEMENT PRICING. Bids that are not filled out completely will be ruled nonresponsive and will not be evaluated. **Bidder is to complete and include all requested information, including signatures, and return all pages of the bid as the bid submittal.**

Award shall be made in accordance to Section 2-166 of the City of Costa Mesa Municipal Code, to the lowest, responsive, responsible bidder. Vendors may view vendor's bid tabulations and awarded vendor's bid amount at the City's web site: www.ci.costa-mesa.ca.usTT

UUAwarded bidder must possess a Costa Mesa Business License prior to contract award.

TERMS AND CONDITIONS

Contract Period: May 2005 through April 30, 2006, may be renewed for two additional years.

- A. No guarantee may be given as to estimated annual usage amount. Contractor agrees to supply items as needed by the City, at price listed upon purchase document regardless of usage.
- B. This contract may be renewed, on an annual basis, by mutual agreement of both parties. The City does not have to give reason if it elects not to renew.
- C. The City of Costa Mesa reserves the right to cancel this contract without cause with a 30-day written notice, or with cause, immediately.
- D. No price increases will be permitted during the first contract year. All decreases will be automatically extended to the City. Requests for price increases in the second or third contract year will require thirty days written notice to Purchasing Division and include bona fide proof of cost increase. The net dollar amount of profit will remain firm during the period of contract. Adjustments increasing contractor's profit will not be allowed.

The City of Costa Mesa reserves the right to accept, negotiate or refuse the increase request, rebid the contract, or take any other action it deems appropriate in lieu of granting contract price increases.

- E. Default: In the event of contractor's default, the City of Costa Mesa may procure from other sources and hold the original bidder liable for any resulting increased costs.
- F. Contractor agrees that if there is a change in ownership prior to completion of this contract, the new owners will be required under terms of sale to assume this contract and complete it to the satisfaction of the City.
- G. Unless otherwise expressly provided in this contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this contract.
- H. Conflict of Interest: Contractor shall exercise reasonable care and diligence to prevent any action or conditions that could result in a conflict with the best interest of the City. This obligation shall apply to contractor's employees, agents, relatives, subtier contractors, and third parties associated with accomplishing the work hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of City.
- I. Any correspondence referring to the terms, prices and conditions of this prices and conditions of this contract must be directed to the Purchasing Division to the attention of the Purchasing Supervisor. For further information, contact the Purchasing Supervisor, (714) 754-5212, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Under no circumstance shall the contractor contact the using department without first clearing through the Purchasing Supervisor.
- J. Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.
- K. This contract is subject to and contingent upon applicable budgetary appropriations being made by the City of Costa Mesa's City Council for each fiscal year during the term of this contract. If such appropriations are not forthcoming, the contract will be terminated without penalty to the City.
- L. This contract shall be construed and interpreted according to the laws of the State of California.
- M. Any changes beyond this document shall occur only when ordered in writing by the City of Costa Mesa Purchasing Supervisor. In absence of such written order, any such product supplied or work done shall be considered unauthorized and will not be paid.
- N. As applicable, all items furnished on this contract shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.
- O. Contractor shall comply with all air pollution control, water pollution, Safety and Health Ordinances and statues which apply to the work performed or supplies provided pursuant to this contract including, but not limited to, any requirements specified in State government codes.
- P. Contractor is, for all purposes arising out of this contract, an independent contractor and shall not be deemed an employee of the City of Costa Mesa. It is expressly understood and agreed that the successful bidder shall in no event, as a result of this contract, be entitled to any benefits to which City of Costa Mesa employees are entitled including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.
- Q. Assignment or Subcontracting: No performance of this contract or any portion thereof may be assigned or subcontracted by the contractor without the express written consent of the City. Any attempt by the contractor to assign or subcontract any performance of this contract without express written consent of the City shall be invalid and shall constitute a breach of this contract. Whenever the contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.

- R. The contractor warrants that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on City property.
- S. Whenever the contractor's operations create a condition hazardous to traffic or to the public, he shall furnish, erect and maintain at his expense and without cost to the City of Costa Mesa, flagman and/or control devices as are necessary to prevent accidents or damage or injury to the public. Signs, lights, flags, and other warning and safety devices shall conform to the requirements set forth in the current Work Area Traffic Control Handbook, published by Building News, Inc., on behalf of the City of Los Angeles.
- T. All changes in specifications and/or contract requirements will be issued in writing. The City of Costa Mesa is not responsible for any oral instruction.
- U. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the Purchasing Division of the City of Costa Mesa.

V. Indemnification

Contractor shall protect and indemnify the City, the City Council, and all of its or their officers, agents and servants against any claim or liability from or based on bidder's violation of any existing or future State, Federal, and local laws, ordinances, regulations, orders or decrees pertaining to bidder's submittal.

All work covered by this contract done at the site of maintenance or in preparing or delivering materials to the site shall be at the risk of contractor alone.

Contractor agrees to protect, defend, indemnify, save and hold harmless City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (contractor's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of contractor shall be reduced by an amount proportional to the active negligence of City, if any.

Contractor shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by contractor or any subcontractor or others performing on behalf of contractor.

City does not, and shall not, waive any rights against contractor which it may have by reason of the above hold harmless agreements, because of the acceptance by the City or the deposit with City by contractor of any or all of the required insurance policies.

The hold harmless agreements by contractor shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of contractor or any subcontractor or others performing on behalf of contractor, whether or not such insurance policies are applicable.

Contractor shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of contractor and shall incorporate identical indemnity provisions in all contracts between contractor and his subcontractors.

In the event that contractor and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of contractor, or by a dangerous condition of City's property created by contractor or existing while the property was under the control of contractor, contractor shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

W. Insurance

Contractor shall not commence work under this contract until he has obtained all insurance required under this section and the insurance has been approved by the City, as to form, amount, and carrier, nor shall contractor allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of contractor to supply specified insurance policies and coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.

Workers' Compensation Insurance

- 1) Contractor shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, contractor shall require all subcontractors to obtain workers' compensation insurance.
- 2) All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to the City.
- 3) Contractor is aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

Liability Insurance Coverage

- 1) Contractor shall obtain and maintain during the life of this contract the following insurance coverage:
 - a) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, independent contractors, and personal injury.
 - b) Automobile liability, including owned, hired, and non-owned vehicles.
- 2) The above insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combines single limit, per occurrence and aggregate.
- 3) Endorsements to the policies providing the above insurance shall be obtained by contractor, adding the following three provisions:
 - a) Additional insured: (For Commercial General Liability only)
"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insured with respect to the subject project and agreement."
 - b) Notice:
"Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City."
 - c) Other Insurance:
"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- 4) All insurance carriers utilized by the contractor or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require contractor's insurance carrier(s) to be admitted insurers in the State of California.

Proof of Insurance

Prior to award of the contract, contractor shall furnish City proof of compliance with the above insurance requirements in a form satisfactory to the City Attorney or Risk management.

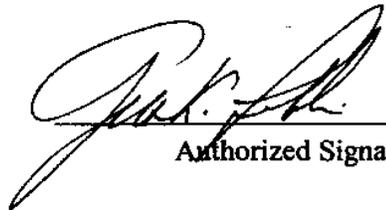
X. Payment

Subsequent to service, the contractor must submit an invoice in duplicate for payment. Invoices shall be sent to: City of Costa Mesa, Accounts Payable, P. O. Box 1200, Costa Mesa, CA. 92628-1200. Invoices shall include the purchase order number, department organization number, description of the service provided and price.

Payment shall be made within thirty (30) days after receipt of invoice. Invoices are to be submitted in arrears for services provided. Any "prompt payment discounts" will be taken by the City of Costa Mesa, if possible, and will be included in the bid evaluation if the terms offered are for (20) days or longer.

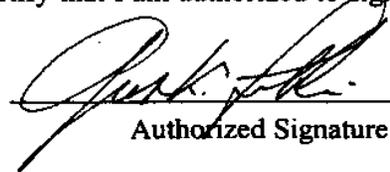
III. DRUG-FREE WORKPLACE

The contractor acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 in a "Drug-Free Workplace" included as Attachment #1 and hereby agrees to comply with required policy.


Authorized Signature

IV. INDEPENDENT PRICE DETERMINATION

I certify that this bid is made without prior understanding, arrangement, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.


Authorized Signature

V. REFERENCES

The bidder is required to state what work of the **same character** to that included in the proposed contract he has successfully performed, especially for public agencies, and give references which will enable the City to judge his responsibility, experience, skill, and business and financial standing. Include at least three references with the name of the firm, address, contact person, phone number, and dollar amount of the contract. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance. References shall not be within the bidder's own organization or subsidiary. The City of Costa Mesa reserves the right to contact all references.

*** Please see attached information**

VI. BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction.

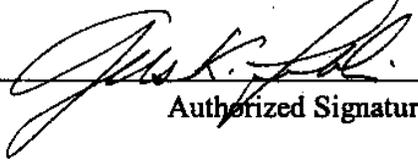
1) Have you ever been disqualified from any contract? _____ Yes X No

2) If yes, explain the circumstance:

 N / A

VII. STATEMENT OF ABILITY TO MEET INSURANCE REQUIRMENTS

I have reviewed the attached City of Costa Mesa Insurance Requirements with my insurer and am able to provide verification of coverage after the award of the contract.

 _____ Authorized Signature	<u>Schrinner-Cavanagh Insurance Agency</u> Name of Insurance Company/Broker
<u>Gus K. Franklin</u> Print Name of Authorized Signer	<u>601-A Lunar Avenue</u> Insurance Company/Broker Address
<u>President</u> Title of Authorized Signer	<u>Brea, California 92821</u>
<u>UNITED PACIFIC SERVICES, INC.</u> Name of Company	<u>714 256-9600</u> Insurance Company/Broker Telephone

VIII. REQUESTED INFORMATION

1) Length of time your firm has been in business: Five + Years

2) Length of time at current location: Five Years

3) The classification of the contractor's license in the company's name required in the performance of this contract is a C61, D49 (Tree Service). Contractor is to submit a copy of this license with bid documents.

Valid California License # 790590 Expiration Date: 01/31/07

EXHIBIT B

RESPONSE AND SCOPE OF SERVICES

Scope of Work – Attachment A

City of Costa Mesa Public Services Department Root Pruning Specifications

In an effort to minimize future damage to public sidewalks and curbs and gutters, the City of Costa Mesa is initiating a root pruning and root barrier installation program. The Contractor will be provided a listing of trees to be root pruned. The list shall include the location of the tree, tree species, lineal feet to be root pruned and area to be pruned such as sidewalk or curb and gutter.

Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be four (4) inches wide, twelve (12) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the curb or other improvements.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking the sidewalk.

After the pruning cut has been completed, the Contractor shall install the appropriate amount of root pruning barrier by Deep Root Corporation, or an approved equal. All cuts shall be backfilled immediately upon completion of root pruning and barrier installation at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.

The Contractor shall be responsible for contacting Underground Service Alert (USA) 1-(800) 422-4133 for locating underground utilities prior to beginning the pruning operation.

The Contractor shall submit a lineal foot cost for the root pruning and root barrier installation. The cost of providing all labor, tools, equipment and materials necessary for performing the specified work will be included in this bid price and no additional compensation will be allowed.

SCHEDULE OF COMPENSATION

The undersigned certifies that they have read all documents related to this bid and understands all terms and conditions related therein; and in conformity with the terms and conditions hereby bids to the City of Costa Mesa the following:

AS DESCRIBED IN THIS CONTRACT:

Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Department's requirement.

A. Root Pruning and installation of 12 inch root barrier:

Annual estimated lineal feet: 10,000

\$ 7.85 per lineal foot x 10,000 lineal feet = \$ 78,500.00 Total

B. Root Pruning and installation of 18 inch root barrier:

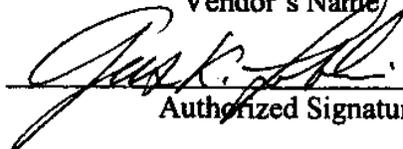
Annual estimated lineal feet: 2,100

\$ 9.45 per lineal foot x 2,100 lineal feet = \$ 19,845.00 Total

Annual total estimated cost \$98,345.00 (A Total + B Total)

UNITED PACIFIC SERVICES, INC.

Vendor's Name



Authorized Signature

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	2 OF 3

2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring In the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.
- D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.
- F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.
- G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.
2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	3 OF 3

B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

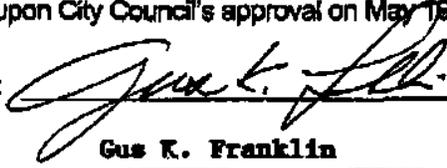
3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon Issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

**Bid 1081 Root Pruning
Change in Contract Terms**

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

Please indicate below that you agree to the term of the root pruning contract and scope of work to be on a three-year basis instead of one-year basis with a not to exceed amount of \$98,345.00 over the three-year time period at the prices of \$7.85 per lineal foot for root pruning and installation of 12-inch root barrier and \$9.45 per lineal foot for root pruning and installation of 18-inch root barrier. By signing below you are agreeing to the change in terms. The award of this contract is contingent upon City Council's approval on May 19, 2005.

Signature: _____



Print Signature's Name: _____

Gus K. Franklin

Date: _____

05/03/05

UNITED PACIFIC SERVICES, INC.

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

Acceptance of Conditions

United Pacific Services, Inc. has reviewed "Request for Proposal" by the City of Costa Mesa and agrees to the terms as set forth in said document titled:

FOR

**NOTICE INVITING BIDS FOR
ROOT PRUNING AND INSTALLATION OF ROOT BARRIERS**

BID ITEM NO. 1081

Responses to be received until

Final submittal Date:

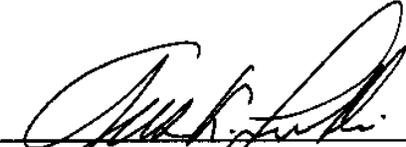
BEFORE 10:00 a.m. on May 2, 2005

Proposal addressed to:

City of Costa Mesa
77 Fair Drive, P.O. Box 1200
Costa Mesa, CA 92628-1200

ATTENTION: Finance Department Purchasing

Authorized Signature:



Gus K. Franklin
President and CEO
Signature Binds the Corporation

Corporate seal

This bid shall remain valid for a period of not less than 120 days from the date of submittal

Date: 4/29/05

file No. A515

UNITED PACIFIC SERVICES, INC. - (116) GOVERNMENTAL REFERENCES

EXHIBIT - A

No.	GOVERNMENTAL AGENCY TOTAL CONTRACT AMOUNT	CONTACT	PHONE NUMBER	ADDRESS	TYPE OF SERVICE	No. of years
1.	CITY OF LONG BEACH \$1,888,000	Oscar De Leon	(562) 577-8437 office (562) 570-8536 fax	2760 Shudebaker Road Long Beach, CA 90815	LANDSCAPE MAINTENANCE, IRRIGATION REPAIR, TREE TRIMMING & REMOVAL, TURF / SHRUB MAINTENANCE, HERBICIDE SPRAYING, PESTICIDE SPRAYING, SLOPE MANAGEMENT, WEED CONTROL, ETC.	3
2.	COUNTY OF LOS ANGELES \$2,149,125	Rene Sanchez	(562) 861-00316 office (562) 861-3957 fax	5625 East Imperial Hwy. South Gate, CA 90280	LANDSCAPE MAINTENANCE, IRRIGATION REPAIR, TREE TRIMMING & REMOVAL, TURF / SHRUB MAINTENANCE, HERBICIDE SPRAYING, PESTICIDE SPRAYING, SLOPE MANAGEMENT, WEED CONTROL, ETC.	3
3.	CITY OF LOS ANGELES PORT OF LOS ANGELES \$450,000	Gary Striker	(310) 732-3890 office (310) 513-8234 fax	500 Pier "A" Street, Berth 161 Wilmington, CA 90744	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, HERBICIDE AND PESTICIDE SPRAYING, TREE MANAGEMENT	3
4.	CITY OF HIGHLAND \$105,000	Larry Williams	(909) 854-9732 office (909) 882-3180 fax	27215 Base Line Highland, CA 92346	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, HERBICIDE AND PESTICIDE SPRAYING, TREE MANAGEMENT	5
5.	COUNTY OF RIVERSIDE \$255,000	Matt Sayre	(909) 955-6829 office (909) 955-6845 fax	4080 Lemon Street, 7th floor Riverside, CA 92502	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, EMERGENCY WORK, HERBICIDE SPRAYING, TREE MANAGEMENT	3
6.	COUNTY OF LOS ANGELES \$944,000	Dei Ortega	(826) 445-7630 office (826) 446-2624 fax	900 South Fremont Avenue Alhambra, CA 91803	TREE TRIMMING AND REMOVAL, WEED ABATEMENT, TRIMMING BUSHES AND HEDGES, DEBRIS REMOVAL, REMOVING WEEDS TO GROUND LEVEL, CLEAN UP OF PAPER, TRASH, ETC.	2
7.	COUNTY OF SAN BERNARDINO \$200,000	Dave Bracklin	(909) 387-4043 office (909) 387-4243 fax	395 North Arrowhead Ave. San Bernardino, CA 92415	TREE TRIMMING AND REMOVAL, PLANTING OF STREET TREES, EMERGENCY WORK, WEED ABATEMENT, EMERGENCY WORK	2
8.	STATE OF CALIFORNIA \$182,600	Saeed Samie	(605) 857-7072 office (605) 375-9239 fax	680 Film Ave., Ste. 32 Moorpark, CA 93021	TREE TRIMMING AND TREE REMOVAL, WEED ABATEMENT, TRAFFIC CONTROL PLAN, LEAD CONTROL PLAN AND WATER CONTROL PLAN	1
9.	CITY OF SAN DIEGO UNIFIED PORT DISTRICT \$680,121	Matt Earle	(619) 686-6336 office (619) 725-8014 fax	3165 Pacific Coast Highway San Diego, CA 92112	TREE TRIMMING AND TREE REMOVAL, TRAFFIC CONTROL PLAN, QUALITY CONTROL PLAN, TREE PLANTING, IRRIGATION REPAIR	3
10.	CITY OF LOS ANGELES Department of Water & Power \$200,000	Robert Chaney	(661) 824-7901 office (661) 824-7901 fax	17031 Highway 14 Mojave, CA 93501	TREE TRIMMING AND TREE REMOVAL, QUALITY CONTROL, AND TRAFFIC CONTROL PLAN	2

*NOTE:

UNITED PACIFIC HAS BEEN AWARDED VARIOUS CONTRACTS THAT RANGE FROM ONE (1) TO FIVE (5) YEARS. WE HAVE INVESTED OVER \$1.5 MILLION IN NEW EQUIPMENT. THE ABOVE LIST OF CONTRACTS IS A PARTIAL LIST OF MUNICIPAL AND COUNTY CONTRACTS THAT HAVE BEEN AWARDED TO UNITED PACIFIC DURING THE PAST FIVE YEARS.

United Pacific Services, Inc.

CURRENT CONTRACTS - March of 2005

WORK ON HAND

No.	Contracts	No. of Years	Contract Number	Contract Value	Amount per year	Date started	Completion date
1.	County of Los Angeles - L.A. River/Comp. Creek	3	74043	\$1,089,600.00	\$363,200.00	Jun of 2002	Jul of 2005
2.	County of Los Angeles - L.A. River/Rio Hondo	3	74044	\$1,059,525.00	\$353,175.00	Jun of 2003	Jun of 2005
3.	County of Los Angeles - Coastal Basin	3	001380	\$468,000.00	\$156,000.00	Nov of 2003	Dec of 2006
4.	County of Los Angeles - Tree Maintenance	1	RMD5546108	\$152,000.00	\$152,000.00	Mar of 2004	Nov of 2004
5.	County of Los Angeles - Malibu Landscape Maint.	5	001464	\$300,000.00	\$60,000.00	Feb of 2004	Jan of 2009
6.	County of Los Angeles - As Needed Tree Maint.	5	001166	\$500,000.00	\$100,000.00	Jun of 2001	May of 2006
7.	City of Los Angeles - Dept. of Water & Power	1	C-70046	\$60,000.00	\$60,000.00	Jan of 2004	Dec of 2005
8.	City of Los Angeles - Harbor Department, tree maintenance	3	39284	\$450,000.00	\$150,000.00	Sep of 2002	Aug of 2005
9.	City of Highland - Tree Maintenance	5	01-01	\$250,000.00	\$50,000.00	Apr of 2001	Mar 2006
10.	City of Long Beach - Tree/Landscape Maintenance	4	28562	\$1,888,000.00	\$472,000.00	Jan of 2004	Dec 2007
11.	County of Riverside - Tree Removal (orchard)	3	PUARC161	\$75,000.00	\$25,000.00	May of 2003	Apr of 2006
12.	County of Riverside - Tree Maintenance	3	TLARC031	\$255,000.00	\$85,000.00	Jan of 2004	Dec of 2006
13.	Port of San Diego - Tree Maintenance	3	2003RFP	\$680,121.00	\$226,707.00	Jul of 2004	Jun of 2007
14.	County of Orange - Tree trimming	1	E820000011	\$25,000.00	\$25,000.00	Jul of 2004	June of 2005
15.	County of Los Angeles - Tree Planting	1	RMD4446004	\$122,860.00	\$122,860.00	Jun of 2004	Jul of 2005
16.	State of California - Tree Maintenance	3	CVO2077	\$45,000.00	\$15,000.00	Jun of 2003	Sep of 2006
17.	County of Los Angeles - Tree Trimming	1	RMD1446013	\$63,265.00	\$63,265.00	Mar of 2005	May of 2005
18.	County of San Diego - Tree Removal, Community of Birch Hill	1	RFB 433	\$575,000.00	\$575,000.00	Mar of 2005	Jun of 2005
19.	County of San Diego - Tree Removal, Palomar Mountain Communities	1	RFB 493	\$920,000.00	\$920,000.00	Mar of 2005	Jul of 2005
20.	County of Orange Sanitation District	5	S-2004-192	\$885,040.00	\$177,008.00	Oct of 2004	Sep of 2009
				TOTAL	\$9,863,411.00		\$4,741,215.00



State Of California

**CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE**



790590

License Number

CORP

Entity

UNITED PACIFIC SERVICES INC

Business Name

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



Expiration Date **01/31/2007**

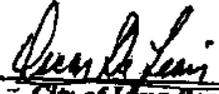
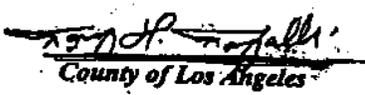
UNITED PACIFIC SERVICES, INC.

EVALUATION REPORT

January of 2004

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

Signed Signatures:

- 1.) Oscar De Leon, 
(562) 570-4886
City of Long Beach
- 2.) Rene Sanchez, 
(562) 861-0316
County of Los Angeles
- 3.) Gary Striker, 
(310) 732-3890
City of Los Angeles
- 4.) Larry Williams, 
(909) 864-8732
City of Highland
- 5.) Tony Tajalli, 
(626) 695-7292
County of Los Angeles
- 6.) Dave Brackin, 
(909) 387-4043
County of San Bernardino
- 7.) Del Ortega, 
(626) 445-7630
County of Los Angeles
- 8.) John Osollo, 
(310) 732-3946
City of Los Angeles
- 9.) Saeed Samie, 
(805) 857-7072
State of California
- 10.) Jose Ontiveros, 
(626) 458-3122
County of Los Angeles

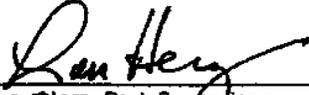
	2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
1.) Oscar De Leon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.) Rene Sanchez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.) Gary Striker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.) Larry Williams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.) Tony Tajalli	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.) Dave Brackin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.) Del Ortega	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.) John Osollo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.) Saeed Samie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.) Jose Ontiveros	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

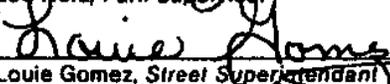
City Endorsement Signatures
Gus K. Franklin

To whom it may concern:

During the past twenty-five years I supervised the completion of over \$40,000,000 in contracts for more than sixty southern California municipalities. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental Tree Maintenance and Green Waste Recycling contracts. I am the founder and former owner of *United Pacific Corporation* and *TransPacific Environmental Incorporated*. Upon my request the following city officials recognized by accomplishments and outstanding performance in the organization, direction, supervision and completion of their contracts by their signed endorsements below:

Respectively:

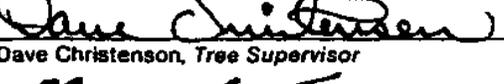
- | | |
|----------------------------|--|
| 1. CITY OF GARDEN GROVE | 

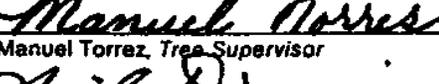
Lou Merz, Park Supervisor |
| 2. CITY OF YORBA LINDA | 

Louie Gomez, Street Superintendent |
| 3. CITY OF CARSON | 

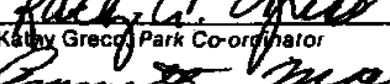
Howard Homan, Park Director |
| 4. CITY OF SANTA ANA | 

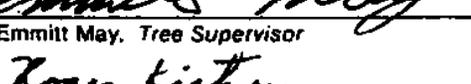
Clint Jones, Tree Supervisor |
| 5. CITY OF LYNWOOD | 

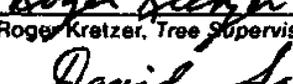
Don Snavelly, Park Director |
| 6. CITY OF FOUNTAIN VALLEY | 

Dave Christenson, Tree Supervisor |
| 7. CITY OF LA HABRA | 

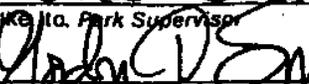
Manuel Torres, Tree Supervisor |
| 8. CITY OF LOS ANGELES | 

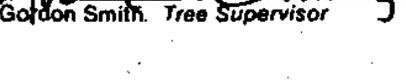
Neil Denering, Street Tree Superintendent |
| 9. CITY OF FULLERTON | 

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

Emmitt May, Tree Supervisor |
| 11. CITY OF PARAMOUNT | 

Roger Kretzer, Tree Supervisor |
| 12. CITY OF SAN FERNANDO | 

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

Ke Ito, Park Supervisor |
| 14. CITY OF BUENA PARK | 

Gordon Smith, Tree Supervisor |

EXHIBIT C
FEE SCHEDULE

SCHEDULE OF COMPENSATION

The undersigned certifies that they have read all documents related to this bid and understands all terms and conditions related therein; and in conformity with the terms and conditions hereby bids to the City of Costa Mesa the following:

AS DESCRIBED IN THIS CONTRACT:

Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Department's requirement.

A. Root Pruning and installation of 12 inch root barrier:

Annual estimated lineal feet: 10,000

\$ 7.85 per lineal foot x 10,000 lineal feet = \$ 78,500.00 Total

B. Root Pruning and installation of 18 inch root barrier:

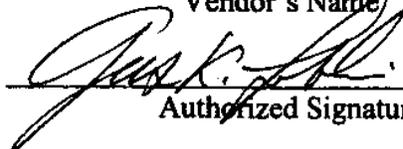
Annual estimated lineal feet: 2,100

\$ 9.45 per lineal foot x 2,100 lineal feet = \$ 19,845.00 Total

Annual total estimated cost \$98,345.00 (A Total + B Total)

UNITED PACIFIC SERVICES, INC.

Vendor's Name



Authorized Signature

EXHIBIT D

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT F

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ME
UNITE-1

DATE (MM/DD/YYYY)

05/17/05

PRODUCER
Schrimmer-Cavanagh
Insurance Agency, Inc.
601-A Lunar Avenue
I CA 92821
Phone: 714-256-9600 Fax: 714-256-9606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **St. Paul Fire & Marine**
INSURER B: **Granite State Insurance**
INSURER C:
INSURER D:
INSURER E:

INSURED

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

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK08100518	06/26/04	06/26/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CK08100518	06/26/04	06/25/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC00540396900	07/01/04	07/01/05	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT. SEE ATTACHED ENDORSEMENTS

CERTIFICATE HOLDER

CANCELLATION

CITYOCM

CITY OF COSTA MESA
77 FAIR DR
PO BOX 1200
COSTA MESA CA 92628-1200

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

AUTHORIZED REPRESENTATIVE

Joan S. Cavanagh *Elle Cavanagh*

DESCRIBED PERSON OR ORGANIZATION
ADDITIONAL PROTECTED PERSONS ENDORSEMENT-
WITH A SUBLIMIT FOR THEIR PROTECTION

This endorsement changes your Commercial General Liability Protection

How Coverage Is Changed

There are two changes which are explained below.

1. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Described person or organization. The person or organization shown below as a described person or organization is a protected person. But only for covered injury or damage that results from:

- the ownership, maintenance, or use of any premises which you own, or rent, lease, or borrow from others; or
- your work.

We explain what we mean by your work in the Products and completed work total limit section.

1. The following is added to the Limits Of Coverage section. This change limits coverage for additional protected persons added in this endorsement.

Described persons or organizations as additional protected persons limit. The most we'll pay for covered injury or damage awarded against any person or organization described in this endorsement is:

- The amount of the available limit of coverage provided by this agreement; or
- The amount of insurance required to be carried by you under the provisions of a written contract or agreement between you and the described additional protected person against whom the damages are awarded.;

Whichever is less.

Other Terms

All other terms of your policy remain the same.

Described Person or Organization:

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT.

Any persons or organization whom you are required to add as an additional insured to this agreement under a written contract:
 Currently in effect or which will become effective during the term of this agreement, and executed prior to the event which results in bodily injury or property damage, or the offense which results in personal injury or advertising injury.

Name of Insured
United Pacific Services, Inc.

Policy Number
CK08100518

Effective Date
06/26/04 - 06/26/05

WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT-
COMMERCIAL GENERAL LIABILITY & AUTO

This endorsement changes your General Rules.

How Coverage Is Changed

The following is added to the Recovering Damages From A Third Party rule. This change waives our right of recovery against certain persons or organizations for certain payments we make under your Commercial General Liability Protection.

We agree that we waive any right of recovery we may have against the person or organization shown below for any payment we make under your Commercial General Liability Protection for the covered injury or damage or medical expenses that result from:

- your ownership, maintenance or use of a premises which you own or rent, lease or borrow from others;
- your work, completed work or products; or
- your other activities.

We explain what we mean by your work, your completed work and your products in the Products and completed work total limit section of your Commercial General Liability Protection.

Other Terms

All other terms of your policy remain the same.

Person or Organization:

THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSURED WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT

Name of Insured	Policy Number	Effective Date
United Pacific Services, Inc.	CK08100518	06/26/04 - 06/25/05

