



County of Los Angeles CHIEF EXECUTIVE OFFICE

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Fifth District

December 11, 2007

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

Dear Supervisors:

DEPARTMENT OF PUBLIC WORKS: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award contracts and direct the Chair to execute these contracts for Graffiti Removal for a period of one year, commencing on January 1, 2008 with four 1-year renewal options, not to exceed a total contract period of five years as follows:

Area	Contractor	Amount
East Area Flood Control Facilities	Superior Property Services, Inc., located in Pico Rivera, California	\$155,900
South Area Flood Control Facilities	Harbor Area Gang Alternatives Program, located in San Pedro, California	\$300,000
West Area Flood Control Facilities	Woods Maintenance Service, Inc., d.b.a. Graffiti Control Systems, Inc., located in North Hollywood, California	\$189,600

4. Authorize the Director of Public Works or his designee to annually increase each contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
5. Authorize the Director of Public Works or his designee to renew the contracts for each additional renewal option if, in the opinion of the Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award contracts for graffiti removal services at various Los Angeles County Flood Control District facilities. The work to be performed will consist of removing graffiti and paint-out projects and is designed to eliminate graffiti as quickly and as often as necessary to keep the areas free from graffiti. The Department of Public Works (Public Works) has contracted these services since 2001.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). Having contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract for the East Area is an annual amount not to exceed \$155,900; for the South Area is \$300,000; and for the West Area is \$189,600, plus 25 percent for unforeseen additional work within the scope of work of these contracts. These amounts are based on annual prices quoted by the contractors.

Financing for the first term of these contracts is included in the Fiscal Year 2007-08 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contracts' option years will be requested through the annual budget process.

These Proposition A contracts do not allow a cost-of-living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are: Superior Property Services, Inc., located in Pico Rivera, California; Harbor Area Gang Alternatives Program (GAP), located in San Pedro, California; and Woods Maintenance Service, Inc., d.b.a. Graffiti Control Systems, Inc., located in North Hollywood, California. These contracts will commence on January 1, 2008 for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) may renew these contracts for four 1-year renewal options, not to exceed a total contract period of five years.

The attached contracts (Attachment A) have been executed by the contractors and approved as to form by County Counsel.

The recommended contractors are in compliance with the Chief Executive Officer and your Board's requirements.

On September 4, 2007, Agenda Item 40, your Board authorized the Director to execute the amendments to contracts administered by Public Works involving assignments resulting from acquisitions, mergers, or other changes in contractor ownership, as well as contractor's name changes, subject to review and approval by County Counsel, and notification to your Board offices and Chief Executive Officer in accordance with Board Policy 9.041, Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions.

These contracts contain terms and conditions supporting your Board's sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Newborn Abandonment Law (Safely Surrendered Baby Law), and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractors have submitted safety records that reflect past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Executive Officer's June 15, 2001 instructions, this is Public Works' assurance that these contractors will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This routine maintenance service of public facilities for graffiti removal is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines.

CONTRACTING PROCESS

On October 4, 2007, Public Works solicited proposals from 203 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

On October 31, 2007, three proposals were received for the East and West Areas and four proposals were received for the South Area. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals met these requirements and were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP which included price, experience, work plan, financial resources, references, and payroll keeping.

One proposer failed to adequately provide proof of financial resources to pay the Living Wage in their proposal; however, because this proposer currently is required to pay a Living Wage on several Board-approved contracts, a review of their past history, employee payment performance, and capabilities to pay a Living Wage was conducted in lieu of an optional interview. This review was to provide clarification only and did not result in any additions to their evaluation score. This proposer is currently performing service on 13 active Proposition A contracts with Public Works and has successfully performed on 26 Living Wage contracts since July 1, 1999. Based on the monthly payroll reports that they provide to the Living Wage Monitoring Unit, and the employee interviews that are conducted at least once a year, the proposer does not have any financial problems and has continually demonstrated the ability to pay a Living Wage over many years. Thus, it was determined that this proposer has proven to be capable of paying the Living Wage and fulfilling County contract requirements.

Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, responsive, and responsible proposers Superior Property Services, Inc., located in Pico Rivera, California for the East Area; GAP, located in San Pedro, California for the South Area; and Woods Maintenance Service, Inc., d.b.a. Graffiti Control Systems, Inc., located in North Hollywood, California for the West Area.

Attachment C reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractors comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agree to pay its full-time employees providing County services, a Living Wage.

Using the methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by independent contractors than by County employees.

Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

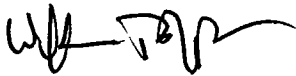
The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

The Honorable Board of Supervisors
December 11, 2007
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CONCLUSION

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

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

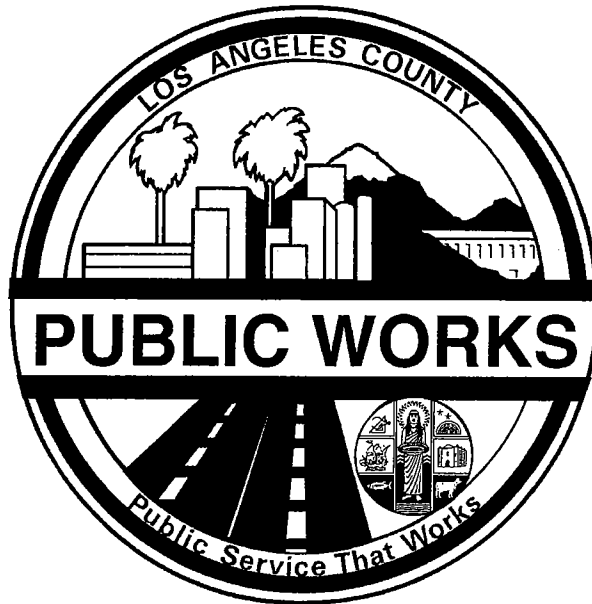
WTF:DLW
GZ:dw

Attachments (11)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Operational Services)

BOARD EXECUTE

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

HARBOR AREA GANG ALTERNATIVES PROGRAM (GAP)

FOR

GRAFFITI REMOVAL AT SOUTH AREA FLOOD CONTROL
FACILITIES

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

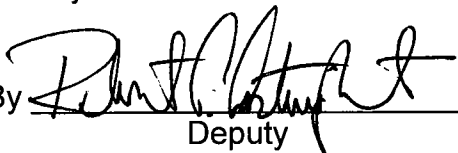
ATTEST:

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

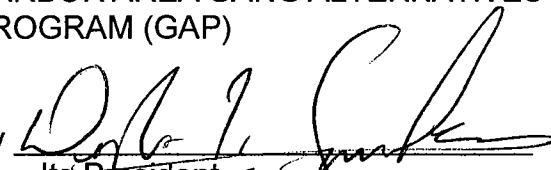
By _____
Deputy

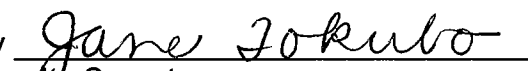
APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

HARBOR AREA GANG ALTERNATIVES
PROGRAM (GAP)

By  _____
Its President EXEC. DIRECTOR
DOUGLAS L. SEMARK
Type or Print Name

By  _____
Its Secretary
JANE TOKUBO
Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On November 15, 2007 before me, Julie Woi, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Douglas L. Semark
Name(s) of Signer(s)
and Jane Tokubo

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Julie Woi
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

SCOPE OF WORK

GRAFFITI REMOVAL AT SOUTH AREA FLOOD CONTROL FACILITIES

A. Public Works Contract Manager

Public Works Contract Manager (a.k.a., Graffiti Abatement Program Manager) Ms. Ari Telias of Operational Services Division, may be contacted at (626) 458-4062, e-mail address: atelias@dpw.lacounty.gov, Monday through Friday, 7:15 a.m. to 6 p.m. The Contract Manager or designee is the only person authorized by Public Works to request work of the Contractor. If Public Works changes the Contract Manager or designee, the Contractor will be notified in writing.

B. Background

The work to be performed under this Contract consists of removing graffiti and paint-out projects from various flood control channels in the District's Maintenance Area. Public Works Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

C. Work Description - General Statement

The Contractor will respond to requests for graffiti removal via the Graffiti Abatement Referral System. Under this Contract, the Contractor shall patrol the entire length of each flood control channel on a routine schedule as indicated in Contractor's work plan and approved by the Contract Manager, as shown in Exhibit E.2 and E.3, Area maps, and obliterate all graffiti discovered within 72 hours. The Contractor shall also do paint-out projects as requested by the Graffiti Abatement Program Manager or designee. The Contractor shall have a Field Supervisor available to respond to the County Inspectors from 7:30 a.m. to 2:30 p.m., Monday through Friday. The Contractor shall also be available Monday through Friday to report and confer with Public Works with respect to this graffiti removal service.

The Contractor shall provide a minimum number of crews as follows:

- South Flood Control facilities - a minimum of 4 crews.

The Contractor shall provide telephone answering service and fax, within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works

inspectors and/or the Graffiti Hotline Operator. The work shall be performed in accordance with these Specifications and Exhibit E.2 and E.3, Area Maps.

The Contractor's on-site supervisor shall have a thorough knowledge of the needs of Public Works Zero-Tolerance Graffiti Program for the Flood Control District's facilities and these Specifications, terms, conditions, and requirements.

The Contractor shall log all graffiti removals and graffiti removal requests, and provide a report on paper and an electronic version (Excel) for reporting purposes.

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

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary found in Subsection CC, Performance Requirements and Liquidated Damages, the higher service level in the judgment of Public Works shall prevail.

D. Facility Locations and Limits

Facility Locations and Limits are indicated in Exhibit F.2. As a reference, the locations of the flood control channels as listed in Exhibit F.2, include the page number and grid coordinates from a 2006 Thomas Guide.

E. Graffiti Removal Services

The Contractor shall conduct the graffiti removal services as follows:

1. Maintain a zero-tolerance policy for the District's facilities as indicated in Exhibit F.2, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Graffiti Abatement Program Manager. In addition, the Contractor shall:
 - a. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours (five days per weeks).
 - b. Respond to Graffiti Abatement Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours (five days per week, Monday through Friday, excluding Holidays).

- c. Remove graffiti within 72 hours upon notification, Monday through Friday excluding weekends and holidays.
2. The Contractor shall use Concrete Grey paint in all flood control channels. Substitute colors will not be accepted. Concrete Grey is the only paint allowed to paint out the channel areas. In cases where fencing abuts to the channel area, walls shall be color-matched to the satisfaction of the County or the Contractor may elect to paint out the entire wall with Concrete Grey.
3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. These reports shall be submitted in hard copy paper format and in an electronic format (Excel). The monthly report shall indicate the number and source of crews utilized and hours worked, including copies of timesheet indicating hours worked on this Contract. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Contract Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System and faxes. These reports will then be routed to the Contract Manager who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles Department of Public Works
Operational Services Division
Attention Ms. Ari Telias
Graffiti Abatement Section
900 South Fremont Avenue
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, paved access ways, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing chemical solvents.

6. The method of removal shall consist of covering the graffiti or paint-out with water-based and/or recycled paint (graffiti paint) and it must be Concrete Gray (color sample will be provided upon request). In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the District. In areas of the flood control channel where Concrete Gray paint does not match the color of the channel, Contractor shall match the color of the paint to the channel.

The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage on surfaces below.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Graffiti found on all signage will be removed promptly by the Contractor with County approved chemical solvents. Graffiti on the backs of signs shall be removed with solvents or be painted over and color-matched to the satisfaction of the County at the Contractor's discretion. Contractor shall take every precaution to avoid damaging wording on signs. In the event signage is damaged, Contractor shall notify the Contract Manager immediately.
10. Typical graffiti removal sites include, but are not limited to, metal flap gates, channel walls and bottoms, ramps, pedestrian bridges over the channels, river beds, concrete bike paths, asphalt bike paths, wooden fences, wrought iron gates, gage block houses, side drain outlet structures, asphalt concrete embankments, berms, slopes, fences and posts, gates, curbs, retaining walls, stream gaging recording buildings, bridge abutments and decks, outside pump plant buildings, pump plants, and paved access ways. Bridge abutments, pillars, columns, and walls supporting bridges inside the channels in river bed must be cleared to a minimum height of 12 feet above the adjacent surface. The Contractor shall be responsible for painting the inside and the outside of the pedestrian bridges. The contractor shall add sand to recycled paint that is

used on the floor of the pedestrian bridges to avoid slipping.

11. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly. Field personnel shall wear safety vest when working in the channels as well as protective ear and eye wear and gloves when applicable to prevent any accidents. Additionally, Contractor shall stay informed of new technology of graffiti removal.
12. Not allow any debris from its operations under this Contract, especially from any water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit. Should Contractor violate this requirement liquidated damages will be imposed.
13. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
14. Update computer applications as necessary if during the term of the Contract Public Works decides to change or update any aspect of the reporting system, including, but not limited to, software and computer applications.
15. The Contractor's attention is directed to the fact that running water may be encountered in the channels and rivers following storms. In addition, water may be released to the channels from various reservoirs during nonstorm periods. The Contractor shall not attempt to enter the channel bottoms when rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether or not the channels can be entered safely. However, Public Works will notify the Contractor of scheduled water releases. The closure of beaches due to sewer contamination or any other incident does not constitute closure of the channels. Unless agreed by Public Works for safety reasons or if channel are entirely closed to the public then Contractor may stop service and must notify the Graffiti Abatement Program Manager immediately. Regular monthly payment will be made regardless of work canceled due to rain or high flows in the channels. A phone number where the Contractor can be reached 24 hours a day, seven days a week, shall be provided such that Public Works can notify the Contractor of unscheduled releases or imminent flooding. Contractor may contact Sterling Klippel from the Watershed Management Division who will notify of any water release or if a channel will be closed. Mr. Klippel can be reached at (626) 458-6351.
16. The Contractor is advised that due to construction or maintenance activities within the channels and or facilities, the Contractor may be

directed to temporarily or permanently avoid a portion of a particular channel or facility. The Contractor is not authorized to stop service in any channel or facility on his own just because it was assumed Contractor should not be there, Contract manager shall be contacted immediately for approval on any change in the graffiti removal activities. Public Works reserves the right to withdraw any or all facilities from this Contract at any time.

17. The Contractor will be issued a key for the purpose of accessing the facilities. The Contractor shall lock all gates following entry and/or exit. The Contractor will inform the Contract Manager of any gates that are missing a lock. The Contractor is advised that bikeways and equestrian trails exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.

F. Murals

Public Works is committed to the preservation of registered murals. Artists, community groups, and art organizations create new murals annually. Anyone or any group wishing to paint murals must obtain approval and permission from the County, whether a private individual or public agency. Painting murals on public or private property without permission of the owner is illegal and punishable. Public Works will obtain permission from both the artist and the property owner. When the artist is not available, the decision of the legal owner of the property will prevail.

Artists and private property owners should establish an agreement regarding the location of the murals, materials, content, lifespan, repairs, and routine maintenance of any particular work prior to mural execution.

Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Contract Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch-up", or "buff out" any registered murals unless advised by Public Works to do so. When in doubt in determining whether or not graffiti is a mural or vice versa, contact the Contract Manager.

G. Graffiti Removal Services, District-owned Property

For graffiti removal from District-owned property, the Contractor shall adhere to the following additional specifications:

1. Only Concrete Grey water-based and/or recycled paint shall be used. (Color sample will be provided upon request)
2. Concrete Block Walls: graffiti shall be covered up with concrete gray paint only. The paint-over color shall match the wall color (Concrete Grey). Over-spray on sidewalk or private property shall not be allowed.
3. Chainlink Fencing and Pipe: All graffiti on pipes and fencing shall be painted over using a galvanized paint color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
4. Asphalt Bike Paths: Contractor shall be responsible for covering up graffiti found on the asphalt; it could be done by paint spraying or with a roller. Patchwork in heavily tagged areas must be avoided, instead, the entire bike path stretch including any yellow right of way lines, must be repainted to restore bike path to its original stage. The paint for this type of surface must be black, water-based paint, and it must be asphalt paint.
5. Concrete Bike Paths: Contractor shall be responsible for removing graffiti reported or found on the concrete bike paths.
6. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the original previous color using water-based paint.
7. Rocks along the bike path: All graffiti shall be covered up using concrete gray water-based paint without damaging any nearby vegetation.
8. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by suffocating its trunk, by not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.
9. Miscellaneous: These standards are basic. However, other standards may be developed and incorporated herein, as other graffiti surfaces are found.
10. Graffiti extended into covered box conduits and appurtenance structures shall be serviced. In no case shall service be required into the box conduit beyond a distance equal to the width of the conduit entrance. See plans (Exhibit E.2 and E.3) for covered box conduit locations.

11. The Contractor shall not object to any final decision by Public Works or the Contract Manager on how graffiti removal will be conducted. These decisions are made to benefit the County residents.

H. Plans and Specifications

Included as Exhibit E.2 and E.3 are maps showing the location of the flood maintenance facilities and the limits included in this Contract. This map shall be used only to locate the site and does not contain sufficient information to represent the actual site conditions.

The map, specifications, and other Contract documents will govern the work. This Contract document is intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the specifications and not on the maps, or on the maps and not in the specifications, shall be as though shown or mentioned in both. The Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site.

I. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public right of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Contract and with permission or in violation of this Contract without permission.

J. Work Schedule

The Contractor shall commence work in accordance with the Contractor's Work Plan of Action/Approach. Any adjustments to the plan must be approved by the Contract Manager 24 hours in advance of the work. The plan shall reflect completion of all work under this Contract within the specified time and in accordance with these specifications. If the Contractor refuses or for any reason fails to perform sufficiently to meet its Work Plan of Action/Approach, Public Works may perform said work and charge the Contractor for all costs incurred.

The work shall be diligently prosecuted throughout the term of this Contract by the Contractor. If the Contractor desires to make a major change in the method of operations after commencing work, or if the plan fails to reflect the actual progress, the Contractor shall submit to the Contract Manager a revised Work Plan of Action/Approach in advance of beginning revised operations. The Contract Manager shall review and approve or disapprove the changes.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of this Contract's zero tolerance area and must speak and understand English.
2. In the event a painter does not show up for work, the Contractor's supervisor shall contact the Contract Manager or designee immediately.
3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
4. The Contractor's supervisor shall provide 24-hour emergency contact number.
5. All painters shall receive a minimum of one 8-hour workday training at the zero tolerance area assigned to them prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Contract Manager.

L. Prosecution of Work

To minimize possible hazard and to restore work areas to their original condition as soon as practicable, the Contractor shall diligently prosecute the work to completion. If, as determined by the Contract Manager, the Contractor fails to prosecute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the Contract Manager, immediately take steps necessary to fully accomplish said purposes. All cost of prosecuting of the work as describe herein shall be included in the Contractor's Annual Price. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part, until the Contractor takes steps.

If work is suspended through no fault of Public Works, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the

Contractor. If the Contractor fails to properly provide for public safety and traffic during periods of suspension, Public Works may elect to do so, and deduct the costs thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

M. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the best interest of Public Works. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of Public Works except as otherwise specified in Exhibit B, Section 3.C, Termination for Default.

N. Default by Contractor

If the Contractor fails to commence work within the time specified, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure Public Works interest, or, if the Contractor is not carrying out the intent of this Contract, a written notice may be served upon the Contractor demanding satisfactory compliance with this Contract. If the Contractor does not comply with such notice within five days after receiving it, or after starting to comply, and/or fails to continue, Public Works may exclude the Contractor from the worksite and complete the work by Public Works forces, by letting the unfinished work to another Contractor, or by a combination of such methods.

The Contract may be canceled by the County without liability for damage, when in the County's opinion, the Contractor is not complying in good faith, has become insolvent, or assigned or subcontracted any part of the work without the County's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on unit price and the quantity of work completed at the time of cancellation, less damages caused to Public Works by acts of the Contractor causing the cancellation. Such damages shall include costs incurred by Public Works to complete the work over and above the costs which would have resulted under this Contract. These damages may be deducted from any money due or becoming due to the Contractor from Public Works. If sums due under this Contract are insufficient, the Contractor shall pay to Public Works within 10 business days after receipt of an invoice from Public Works all costs in excess of the amounts withheld by Public Works. The provisions of this subsection shall be in addition to all other rights and remedies available to Public Works under law.

O. Work by Others Due to Unsatisfactory Work Prosecution

If, as determined by the Contract Manager, the Contractor is not prosecuting the work in a satisfactory manner or is not providing for public safety and traffic, the

Contract Manager will notify the Contractor of such unsatisfactory conditions and will indicate when corrective work must be completed. If the Contractor fails to comply, Public Works may elect to do the work or have the work performed by others and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

P. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be restricted to Monday through Friday.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at District jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment and only trained personnel shall be allowed to operate it.
3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Utilities

Public Works will not provide utilities.

T. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

U. Removal of Debris

All debris produced from this graffiti removal service specified herein shall be removed from County property rights of way and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense. Failure of the Contractor to comply with the Contract Manager cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

V. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

W. Responsibilities of Public Works

The Director, acting through the Graffiti Abatement Program Manager or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of all flood control facilities under the Contract to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

X. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the

California Storm Water Best Management Practice Handbooks, Volume 3
Construction BMP Handbook. This publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 287-5485
Fax (510) 444-1262

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

The Contractor shall have one readily accessible copy of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of stormwater pollution in conjunction with all its activities and construction operations:

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

CA 010 Material Delivery and Storage
CA 011 Material Use
CA 012 Spill Prevention and Control

WASTE MANAGEMENT

CA 020 Solid Waste Management
CA 021 Hazardous Waste Management
CA 024 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030 Vehicle and Equipment Cleaning
CA 031 Vehicle and Equipment Fueling
CA 032 Vehicle and Equipment Maintenance

TRAINING

CA 040 Employee/Subcontractor Training

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor with liquidated damages of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the project and/or is otherwise in noncompliance with these provisions. In addition, the County will deduct, from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Y. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Contract Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

Z. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations, which are applicable to the work.

AA. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractors Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of Contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, resolving quality control issues, and checklists or other documentation in support of Contractor's Quality Control function.

BB. Contractor Licensing

Contractor shall possess a valid C-33 State Contractor's license throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.

CC. Performance Requirements and Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to Contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.
4. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THEREAFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL-ORIENTED TO JOB	EMPLOYEES MUST HAVE THOROUGH KNOWLEDGE OF REQUIREMENTS UNDER THIS CONTRACT.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 FOR EACH EMPLOYEE FOR NOT KNOWLEDGEABLE IN THE JOB REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT FOR NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REMOVE GRAFFITI	GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 72 HOURS MONDAY THROUGH FRIDAY.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 72 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

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

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or

legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal,

State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN/GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered

employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated

Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

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

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:
 - a. Contractor shall develop all publicity material in a professional manner.
 - b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor

shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial

records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor

employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend,

indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Pollution liability will be required under the General Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$1 million per occurrence and \$2 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate

paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use

non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

3. Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 205991



No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Khabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by Fire 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafe1a.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloda Molina, Supervisora, Primer Distrito
Yvonne Brauhwaite-Butke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

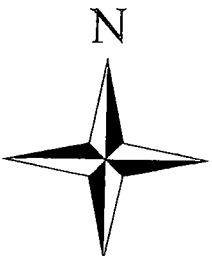
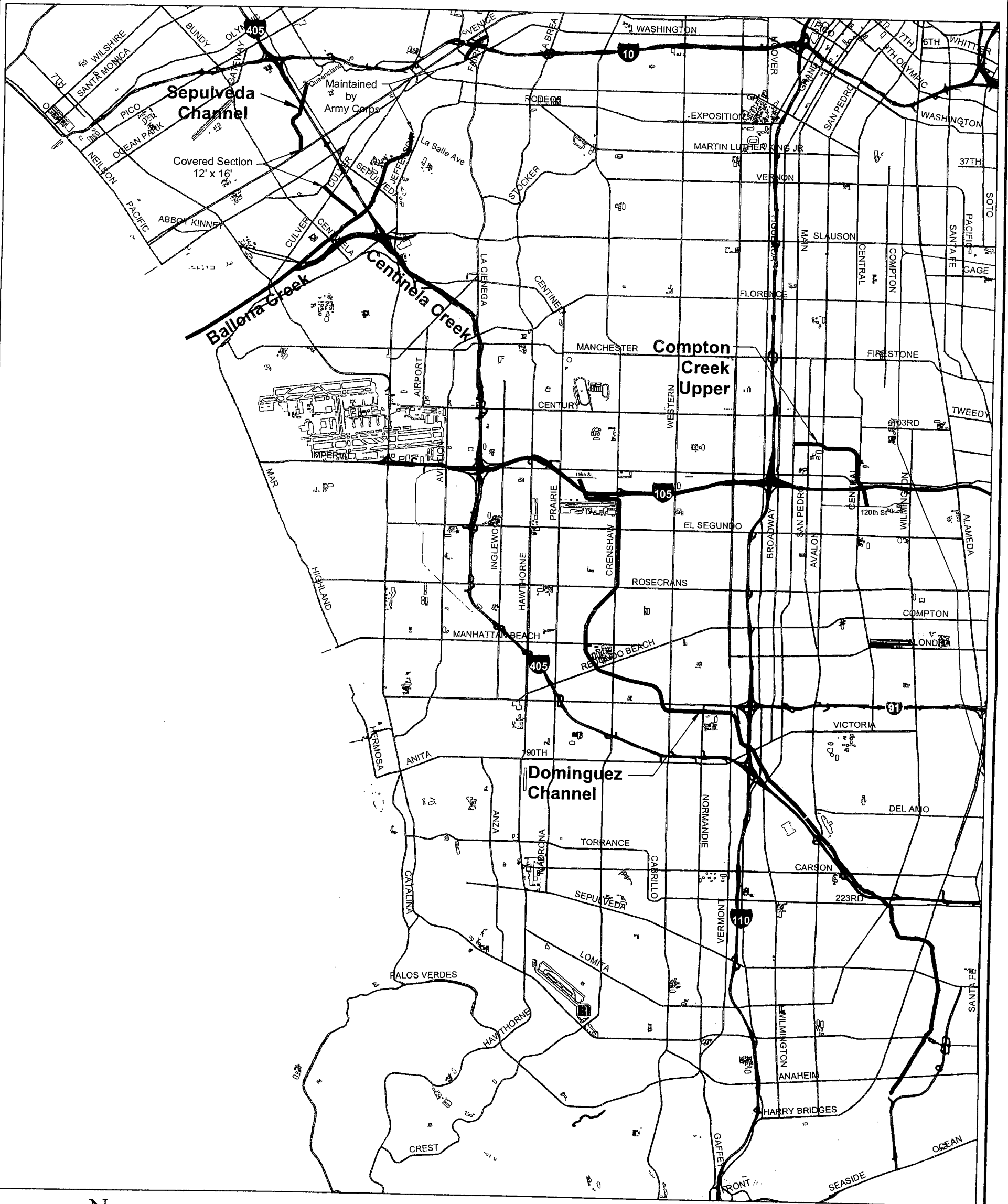
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

MAP #1

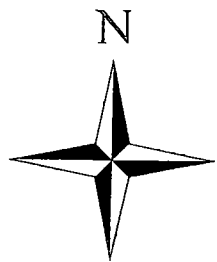
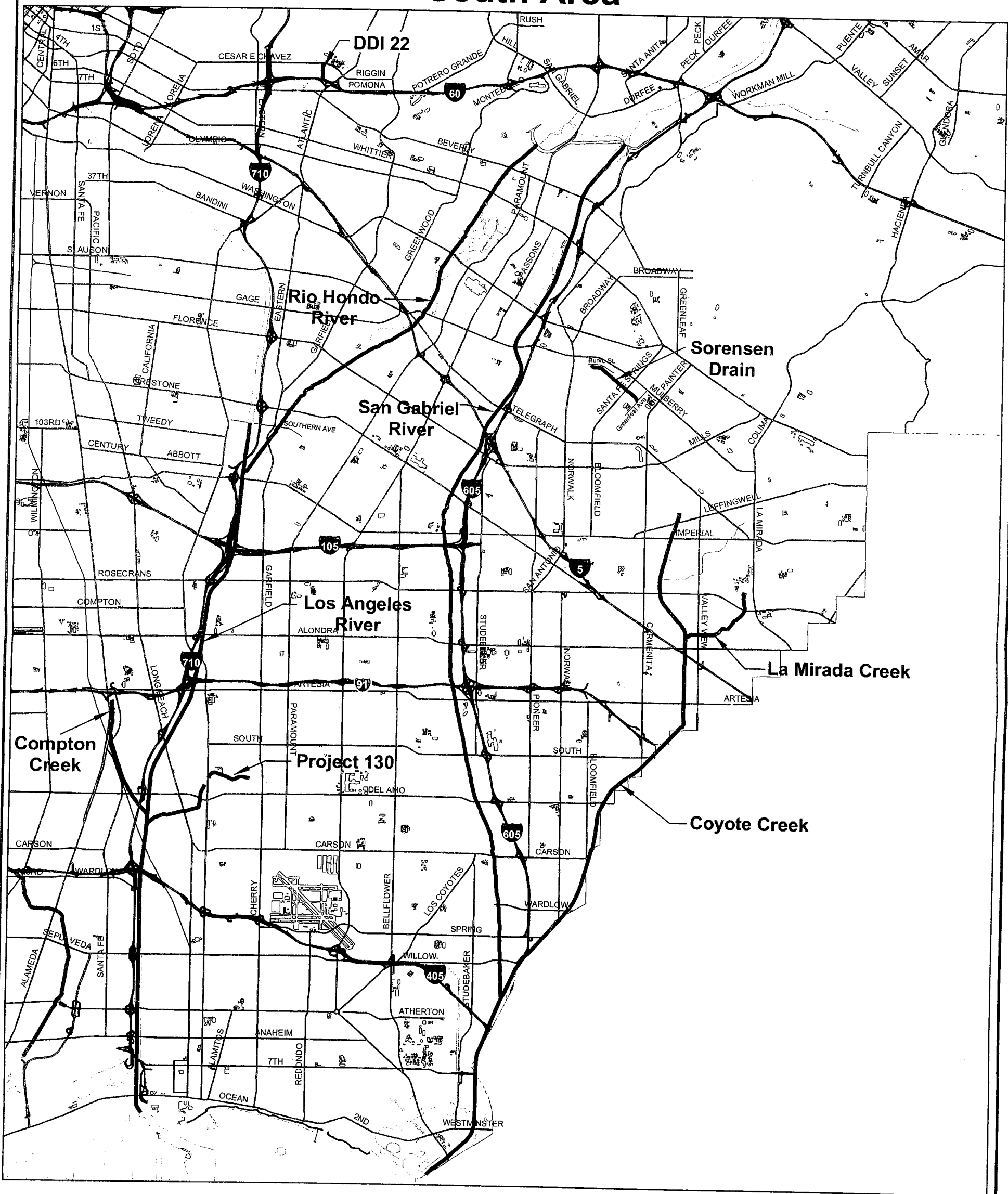
Graffiti Abatement Open Channel South Area



Ballona Creek / Centinela Creek / Sepulveda Channel
Dominguez Channel / Upper Compton Creek
 Open Channel Reach

MAP #2

Graffiti Abatement Open Channel South Area



Los Angeles River / Compton Creek / Project 130
San Gabriel River / Rio Hondo River
Coyote Creek / La Mirada Creek
Sorensen Drain / DDI 22
 ——— Open Channel Reach

SOUTH AREA FLOOD CONTROL FACILITIES LOCATIONS

Following is a description of each facility included in this Contract. The terms right bank and left bank on channels are based on the observer looking downstream. As a reference, the locations include the page number and grid coordinates from a 2006 Thomas Guide.

Facility	Location
Ballona Creek	(T.G. 633 A-6) thru (T.G. 632 J-7) and (T.G. 672 H-2 thru T.G. 702 A-2) Fairfax Ave. south to Washington Blvd. Also, LaSalle Ave. south to Pacific Ave. Estimated 30,000Lf.
Centinela Creek	(T.G. 702 D-7) thru (T.G. 703 A-1) from La Cienega Blvd. west to Ballona Creek confluence. Estimated 17,000Lf.
Compton Creek	Upper Section - (T.G. 704 C-5 thru F-7) Main St. south to 300' d/s of 120 th St. Estimated 11,000Lf. Lower Section - (T.G. 735 A-7) thru (T.G. 765 C-5). 91 Artesia Freeway south to the Los Angeles confluence. Estimated 15,500Lf.
Coyote Creek	(T.G. 737 F-3 thru D-4) upstream of Leffingwell Rd. south to the San Gabriel River confluence. Estimated 17,000Lf.
D.D.I. 22	East Los Angeles Drain (T.G. H-5) Ceasar Chavez Ave. south to Pomona Fwy. Estimated length 2,000Lf.
Dominguez Channel	(T.G. 703 E-7) thru (T.G. 794 H-7) 120ft upstream of 117th St. south to Henry Ford Ave. Estimated 40,000Lf.
La Mirada Creek	(T.G. 737 F-3 thru D-4) from Roma St. to Coyote Creek. Estimated 5,500Lf.
Los Angeles River	(T.G. 705 F-4) thru (T.G. 825 C-1) Southern Ave. south to Seaside Pump Plant @ 600 South Golden Shore Dr. Estimated 66,500Lf.

Project 130	(T.G. 765 F-3 thru C-5) Walnut Ave. d/s west to Dominguez Gap Spreading Grounds @ L.A. River. Estimated 11,500Lf.
Rio Hondo River	(T.G. 676 G-1) thru (T.G. 705 F-6) 500ft d/s from Whittier Narrows Dam, south to Los Angeles River confluence @ Imperial Highway. Estimated 44,000Lf.
San Gabriel River	(T.G. 677 A-1) thru (T.G. 826 E-3) Whittier Narrows Dam, south to Pacific Coast Hwy. Estimated 89,000Lf.
Sepulveda Channel	(T.G. 672 D-1 thru D-3) and (T.G. 672 E-4 thru F-5) Queensland Ave. south to Venice Blvd. Also, Washington Blvd. to Ballona Creek confluence. Estimated 10,000Lf.
Sorensen Drain	(T.G. 706 J-2) thru (T.G. 707 B03) Burke St. south to Greenleaf Ave. Estimated 6,000Lf.
PROJECT 447 (West Lakewood)	(T.G. 765 J-2) thru (T.G. 765 J-3) from Saint Pancratius Pl. to 450ft. d/s of Hardwick St. Estimated 3,560Lf.
PROJECT 21 (Artesia-Norwalk) Line C	(T.G. 766 G-5) thru (T.G. &66 H-7) and (T.G. 796 H-1) from Centralia St. to Coyote Creek. Estimated 10,700Lf.
PROJECT 21 (Artesia-Norwalk) Line D	(T.G. 766 H-5) from Norwalk Blvd. to joining Project 21-Line C. Estimated 1,000Lf.
PROJECT 1153	(T.G. 764 B-4) thru (T.G. 764 C-4) from Vermont/Torrance Ave. intersection to Hamilton Ave. Also, Figueroa St. to Main St. Estimated 3,000Lf.
PROJECT 133 (Bouton Creek Channel) Unit 2.Line A	(T.G. 796 B-3) thru (T.G. 796 B-5) from 405 Fwy. South to project 9-Line F. Estimated 6,600Lf.
PROJECT 133 (Bouton Creek Channel) Unit 2-Line B	(T.G. 796 A-5) thru (T.G. 796 B-6) from Pacific Coast Hwy. (South) to Project 9-Line F. Estimated 1,000Lf.
PD 040 (Russell Street Storm Drain)	(T.G. 707 J-4) thru (T.G. 707 H-5) from Santa Gertrudes Ave. to L.A & S.L R.R (Lambert Ave.). Estimated 2,600Lf.

**PROJECT 17
(Michigan Avenue Drain)**

(T.G. 707 D-2) thru (T.G. 707 C-3) from Oak St. to
Mulberry Dr. Estimated 4,200Lf.

**County of Los Angeles
Department of Public Works
Graffiti Removal at Various Flood Control Facilities**

Title Page

Proposer: Harbor Area Gang Alternatives Program (GAP)

Executive Director : Douglas L. Semark Ph. D.

Project Title: Flood Control Abatement

Address: 309 W. Opp Street, Wilmington CA. 90744

Telephone Number: (310) 519-7233

Date of Submittal : October 31, 2007

**County of Los Angeles
Department of Public Works
Graffiti Removal at Various Flood Control Facilities**

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GAP Letter of Transmittal

This proposal by the Gang Alternatives Program (GAP) made on this date, October 24, 2007 to the Los Angeles County Office of Public Works, in consideration for the sum indicated below, stipulates that GAP shall provide the following services five days a week (Monday through Friday).

The work to be performed under this contract consists of:

1. Removing graffiti and paint-out project (using Concrete Gray paint) from various flood control channels in the South area in the District's Maintenance Area.
2. Responding to requests for graffiti removal via the Graffiti Abatement and Referral System within 72 hours.
3. Conducting paint-out projects as requested by the Graffiti Abatement Program Manager or designee.
4. Having a Field Supervisor available in the field to respond to the County Inspectors from 7:30 a.m. to 2:30 p.m. Monday through Friday.
5. Be available Monday through Friday to report and confer with respect to this graffiti removal service.
6. Maintain zero tolerance policy for the District's Facilities as indicated in Exhibit E.2 & E.3.
7. Remove vulgar graffiti within 24 hours five days a week.
8. Respond to Graffiti Abatement Program Manager or designee concerning priority assignments, paint-out projects and color match corrective painting within 24 hours five days a week.
9. Provide Public Works with work record reports no later than the 5th day of each month with a monthly invoice.
10. Remove graffiti from all types of surfaces including but not limited to paved access ways, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks smooth concrete, very rough grouted rip rap, various pavement surfaces, etc. using appropriate methods over covering removing graffiti with water blasting, sand blasting, painting over with roller and spray guns and chemical solvents.

The authorized representatives of the Gang Alternatives Program when dealing with the Los Angeles County Graffiti Removal at Various Flood Control Facilities are as follows:

Douglas L. Semark, Ph.D.
GAP Executive Director
309 W. Opp Street
Wilmington, CA. 90744
(310) 519-7233
Cell (310) 903-9225
dougsemark@gangfree.org

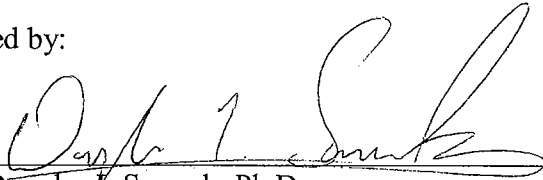
Mario Martinez
CCU Director
231 N. Island Ave.
Wilmington, CA. 90744
(310) 835-1168
Cell (310) 903-9953
mariogap@pacbell.net

Juan Torres
CCU Assistant Director
231 N. Island Ave.
Wilmington, CA. 90744
(310) 835-1168
Cell (310) 909-3279
juantorres@gangfree.org

Total Cost of Project = \$299,998

Submitted by:

Signed



Douglas L. Semark, Ph.D.

Date

Oct. 31, 2007

GAP Experience

For the past 21 years, the Gang Alternatives Program (GAP) has been a community based organization providing gang prevention services, graffiti abatement and clean ups, parent and teen education, and information and referral service in the City of Los Angeles, the County of Los Angeles, the City of Carson, the City of Gardena, the City of Lomita, the City of Lynwood, and the City of South El Monte.

In 2001, the graffiti and clean up efforts were reorganized into the Community Clean Up (CCU) Department with its own manager, personnel, budget, offices and warehouse. In 2002, the CCU moved to a larger 6,000 square feet facility with offices, security parking, secure materials room, and staging area for court referrals.

In 2003, CCU added graffiti abatement services for the Watts community and opened its Watts/ Lynwood/Compton Service Center and Warehouse. That same year, the organization added its first director position in both Education and in Community Clean Up and the Director of Community Clean Up, a C-33 state contractor license holder, added local management staff at the two warehouses.

Bulky items pickup for the communities of Harbor City Harbor Gateway, San Pedro, Watts, and Wilmington was added in 2004, and GAP replaced Homeboy Industries as the graffiti contractor in Boyle Heights after the tragic killing of two of its workers. An additional warehouse was opened in Boyle Heights/East Los Angeles/El Sereno to better serve the needs of the community and to prepare for future expansion.

In 2005, GAP added the county areas of Baldwin Hills, Del Aire, La Rambla, and Lennox to its graffiti abatement contracts. It also added the position of Assistant Director of Community Clean Up to provide additional supervision coverage when the Director was on vacation or ill.

In 2007, GAP moved into a new facility in the Arts District of Los Angeles. This new facility is 5,000 square feet and can accommodate offices and storage space for 5 trucks.

GAP will abate approximately 8,250,000 square feet of graffiti this year in its current service areas, will conduct over 450 clean ups, and will remove nearly 5,000,000 pounds of bulky items. It provides trash removal service in the business district of San Pedro. GAP's crew supervisors conduct thousands of hours of court referral supervision annually, and its management staff of four, administrative staff of five, and independent compliance officer provide logistical support and general oversight.

GAP works closely with the LAPD Harbor Division, LAPD Southwest Division, LAPD Hollenbeck Division and the Los Angeles Sheriff's Stations of Lomita, Lennox, Carson, and Compton. In addition, GAP coordinates services with the Community Relations Department, Graffiti Task Forces and local Senior Lead Officers. GAP provides photo records of graffiti through the local Van-Graf initiative and helps in the identification of vandals. GAP has purchased and donated surveillance cameras to LAPD.

GAP conducts gang prevention education classes in over 40 elementary schools in LAUSD, Long Beach Unified, Lynwood Unified and Compton School Districts. In addition anti-graffiti assemblies are conducted through the City of Los Angeles Educational Outreach Program of the Operation Clean Sweep (OCS) in 221 elementary schools in Los Angeles. GAP organizes school clean ups, community clean up events, and promotes neighborhood pride at community meetings.

GAP has been honored by the City of Los Angeles Public Works for its work in the community. Former Mayor Hahn honored the agency several times during his term, and Supervisor Don Knabe honored and donated funds to GAP. GAP is also supported by Congresswoman Linda Sanchez, State Senator Betty Karnette, Councilman Huizar, the Mayor of Lomita, Mark Waronek, and the Mayor of Carson, Jim Dear.

Currently, GAP has 17 trucks, 5 sprayers, 4 sand/water blasters, and 20 crews in the CCU Department. GAP has four locations: main office in Wilmington, warehouse in Wilmington, offices and warehouse in Compton, and a warehouse in the Arts District of Los Angeles. All these locations have secure areas for the storage of paint, trucks, and equipment. In order to execute this contract, both the Wilmington and the Art District locations will be used.

Office/Warehouse Locations:

Main Office
309 W. Opp Street
Wilmington, CA. 90744

Watts/Lynwood/Compton Service Center
3221 N. Alameda Street, Suite K
Compton, CA. 90222

Wilmington Warehouse
231 N. Island Ave.
Wilmington, CA. 90744

Boyle Heights Warehouse
805 Traction Ave.
Los Angeles, CA. 90033

References:

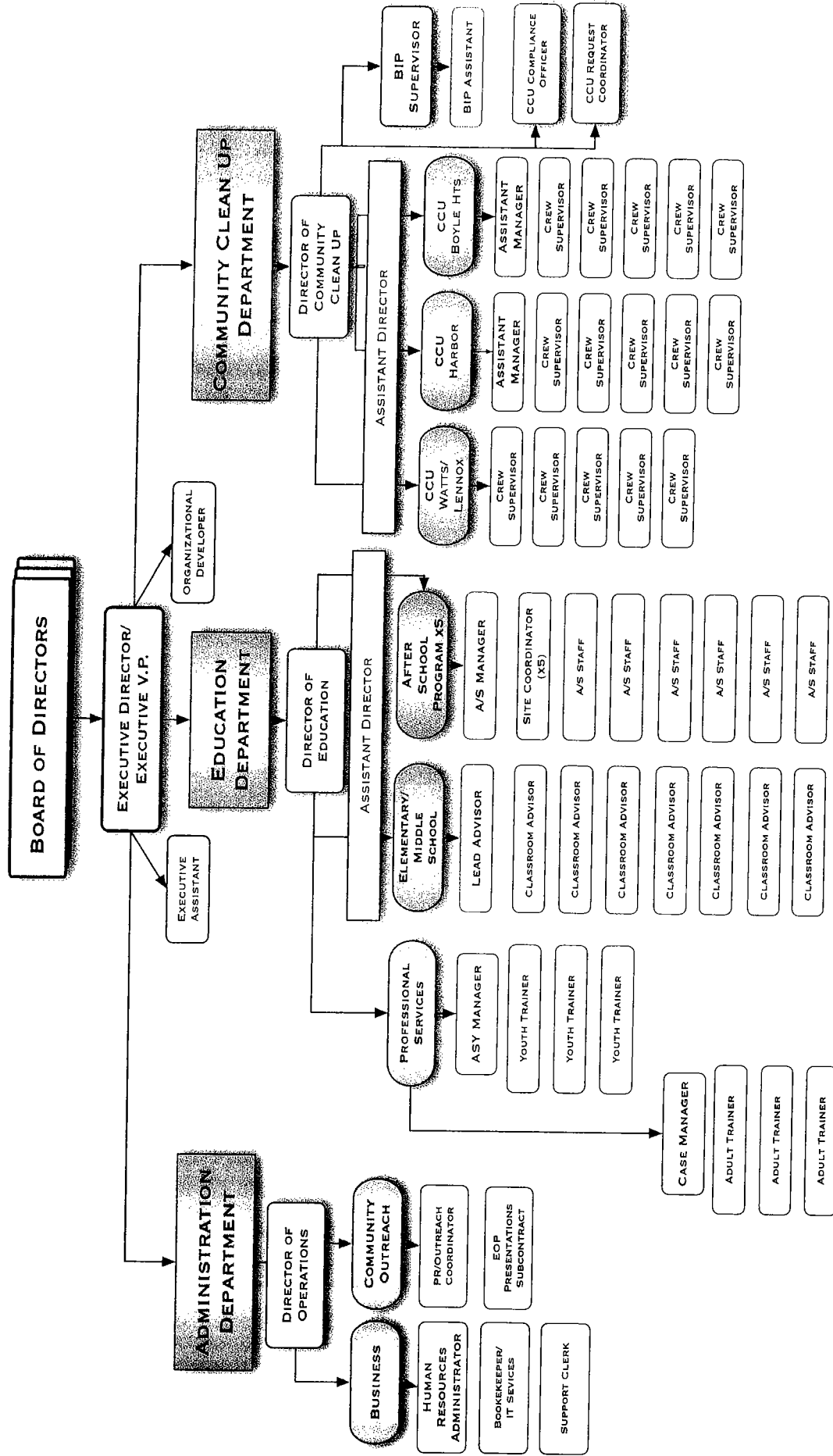
Councilwoman Janice Hahn, CD 15
638 S. Beacon Street, Room 552
San Pedro, CA. 90731
(310) 732-4515

Dickie Simmons
Deputy to Don Knabe
Fourth Supervisor District, LA County
1199 South Fairway Drive, Suite 111
Rowland Heights, CA. 91789
(909) 594-6561

Commander Patrick Gannon
LADP 77th Community Police Station
7600 S. Broadway
Los Angeles, CA. 90003
(213) 485-4164

GANG ALTERNATIVES PROGRAM

ORGANIZATIONAL CHART JUNE 2007



Douglas L. Semark, Ph.D.

217 S. Meyler St.
San Pedro, CA 90731
(310) 241-0579

dougsemark@mac.com

OVERVIEW

- Extensive administrative and management expertise, including chief learning officer and executive director/CEO with international experience
- Experienced strategic planner and change manager
- Funding and budgeting expertise for organizational structures to \$40 million
- Firm commitment to nonprofit ideals and philosophy
- Broad experience in the wider nonprofit community
- Top level interpersonal, professional, presentation, and communication skills
- Specializations in child development, child/volunteer protection, volunteer training and certification, gang prevention, adult/parent training, community clean up and preservation, professional development, and diversity/equity training
- Proven, successful program creation, development, and implementation skills
- Technical proficiency in Macintosh, Windows, Novell, and Internet environments, including word processing, desktop publishing, spreadsheet, database, presentation, digital video, and telecom software

EXPERIENCE

Executive Director Gang Alternatives Program, Los Angeles, CA	2000–Present
National Executive Director/Chief Learning Officer American Youth Soccer Organization, Hawthorne, CA	1999–2000
Director of Education American Youth Soccer Organization, Hawthorne, CA	1996–1999
National Director of Officiating American Youth Soccer Organization, Hawthorne, CA	1993–1996
Manager Van Tuinen and Warners, Inc., Kalamazoo, MI	1985–1993
English Assistant Professor Western Michigan University, Kalamazoo, MI	1980–1984
English Instructor Kalamazoo Valley Community College, Kalamazoo, MI	1980
ESL Instructional Tutor, University Writing Center Case Western Reserve University, Cleveland, OH	1979

EDUCATION

PhD—English and applied religion Case Western Reserve University, Cleveland, OH	1987
MA—English and academic study of religion Western Michigan University, Kalamazoo, MI	1979
BA—English Western Michigan University, Kalamazoo, MI	1977

CERTIFICATIONS

Certified Facilitator: Imagine 21—Project LA The Pacific Institute Seattle, WA	
Certified Grants Specialist The National Grant Writers Association Columbia, NC	
Certified Senior Trainer Parent Project, Inc. Ontario, CA	
Child Development Specialist University of Sheffield Sheffield, England, UK	
Certified Reader for Accreditation National Council for the Accreditation of Coaching Education Reston, VA	
Certified National Instructor: Coaching, Management, and Officiating American Youth Soccer organization Hawthorne, CA	
Certified Child and Volunteer Protection Advocate American Youth Soccer Organization Hawthorne, CA	

SERVICE AND ASSOCIATIONS

LAUSD Human Relations Council Los Angeles, CA, member	2007—Present
Harbor Gateway Gang Violence Task Force Los Angeles, CA, member	2007—Present
LA County Sheriff's Department Community Crime Committee Lomita Sheriff's Station, Lomita, CA, member	2007—Present

Harbor Area Youth and Family Collaborative Collaborative, Harbor City, Harbor Gateway, San Pedro, and Wilmington, CA, member/Facilitator	2006–Present
LA County Sheriff's Department Gang Intervention Committee Carson Sheriff's Station, Carson, CA, member	2005–Present
Multi Agency Graffiti Intervention Committee, LA County Department of Public Works, Alhambra, CA, member	2005–Present
Watts Gang Task Force, Watts/Los Angeles, CA, member	2005–Present
US Department of Justice Weed and Seed Steering Committee Los Angeles, CA, Board Member, Agency Representative	2004–Present
Project LA: Imagine 21, Los Angeles County, CA Facilitator, Presenter, Member	2003–Present
LA County Inter-Agency Gang Task Force, Los Angeles, CA Presenter, Resource Member for Regions 3, 8, and 11	2002–Present
National Grant Writers Association, Columbia, NC Member	2002–Present
Ken Aston.org, Long Beach, CA; London, Eng. Member, Honorary Life Achievement Member	2001–Present
Harbor Area Family Development Network, San Pedro, CA Administrative Board, Collaborative Member	2000–2006
National Council for Accreditation of Coaching Education, Washington, DC Steering Committee, Accreditation and Credential Reader	1999–Present
National Association for Sport and Physical Education Reston, VA, Member, workshop leader, member of National Coaching Congress	1996–Present
American Alliance for Health, Physical Education, Recreation, and Dance, Reston, VA, member, National Conference presenter	1996–Present
United States Amateur Soccer Association, Colorado Springs, CO Member, workshop leader, keynote speaker	1998–Present
Association for Supervision and Curriculum Development, Alexandria, VA Member	1994–Present
Nonprofit Risk Management Center, Washington, DC Member, workshop leader	1997–Present
National Association of Girls and Women in Sport, Reston, VA Member	1996–Present

American Youth Soccer Organization, Hawthorne, CA Multiple volunteer positions	1978–Present
Van Buren Society for Autistic Citizens, Lawrence, MI Co-Founder	1988–1993
Boy Scouts of America, Troop 197, Lawrence, MI Scoutmaster, Troop Committee President	1982–1992
Lawrence Public Schools, Lawrence, MI Secretary, Board of Education	1986–1990
Van Buren County Historical Society, Hartford, MI Vice President, Board of Trustees	1982–1991
Rural Arts Association, Lawrence, MI Member, Director	1981–1983

ACHIEVEMENTS AND AWARDS

- Ohio Interscholastic State Record for the 880 yard run
- Spring Arbor College Honors Scholarship
- Spring Arbor College Citizenship Award
- Spring Arbor College Track Achievement Award
- Southwestern Michigan College Road Runner Individual Championship Cross Country Award
- Western Michigan University Dean's List
- Western Michigan University Danforth Nominee
- Western Michigan University Cornelius Loewe Award for Excellence in the Academic Study of Religion
- Western Michigan University English Department: English Professor of the Year
- duPont Fellowship through the University of Virginia
- Case Western Reserve University David Hudson Fellowship
- Case Western Reserve University Graduate Alumni Award
- Boy Scouts of America Scouter's Key
- Boy Scouts of America Century Member
- Boy Scouts of America International Scouter Award
- Boy Scouts of America Buckskin Award
- Lawrence Public Schools Service Award
- Michigan Association of School Boards Distinguished Service Award
- American Youth Soccer Organization Founding Commissioner Award—Region 501

- American Youth Soccer Organization National Referee Commission Service Award
- American Youth Soccer Organization Section Eight Service Award
- American Youth Soccer Organization Section Six AYSO Team Award
- American Youth Soccer Organization Section Two Millennium Award
- American Youth Soccer Organization Section Twelve Service Award
- American Youth Soccer Organization Section One Volunteer of the Decade Award
- Ken Aston Referee Society Lifetime Achievement Award for Excellence in Football Refereeing
- City of Los Angeles Mayor's Award 2002
- City of Los Angeles Board of Public Works Community Improvement Award
- City of Los Angeles Council District 15 Community Service Award
- Gang Alternatives Program Mitch Maricich Award 2003
- Los Angeles County Board of Supervisors Community Service Award
- City of Los Angeles Council District 14 Community Service Award

David L. Tynes
(562) 633-5202
(562) 547-0902 Mobile

4067 Hardwick Street, Unit #464 • Lakewood, CA 90712
DLTynes@ca.rr.com

Executive Summary

A professional driven to exceed projected goals and objectives through consummate leadership, managerial, and analytical abilities. A proven track record for minimizing bad debt in various industries through effective communications and management controls. My extensive experience and strengths are in financial management, problem solving and re-engineering operational strategies and workflow processes.

Professional Experience

Financial Management & Operations

- Directed and managed Credit operations for North America, Asia, Europe and Latin America territories.
- Evaluated and approved new and potential business deals.
- Improved quality of account receivables by minimizing costs by 48% through development and implementation of financial policies and procedures worldwide.
- Re-engineered department/divisional business strategies and workflow processes.
- Managed all aspects of administration and facilities services.
- Provided financial management and operational consulting to various business.
- Improved communications by developing a team oriented work environment through conducting formal training workshops in-house and worldwide for Sales and Finance.
- Managed various special projects.
- Reviewed contracts and Negotiated Settlements worldwide.
- Responsible for financial reporting, budgets, accounting, Payroll, analysis and evaluation of risk management.
- Prepared Status reports, Agings, financial assessments and maintained monthly and five year financial forecasts cash flows, budgets and cost allocations.
- Developed and implemented new business/ operational strategies
- Independently conducted financial and operational audits of finance companies nationwide (Trans America). Prepared action recommendations for management.

Systems & Development

- Developed and prepared IT functional specifications for new contract/credit system operations and enhancements.
- Developed and in-house account receivables and budget system that supports various financial functions.
- Setup Accounting, payroll and payment systems for small businesses.
- Improved record keeping management through implementation of various system controls.
- Developed a database management system for tracking domestic and international unallowable travel costs.

Employment History

Insight Financial Services Lakewood, CA	2003 to Present
Director of Credit Warner Bros. Consumer Products & Licensing Burbank, CA	2001 to 2003
Manager of Credit Warner Bros. Consumer Products & Licensing Burbank, CA	1992 to 2001

Education

California State University, Long Beach Long Beach, CA
Bachelor of Science Degree in Business Administration
With an option in Financial Management

Project Management Certificate - California State University, Long Beach (September 2004)

Workshops

- Business Leadership Conference (UCLA)
- Managing Others Workshop (WB)
- Financial presentations & Analysis (WB)
- Security Instruments & Investments Workshop (Bank of America)

Computer Skills

Microsoft Windows, Excel, Word, PowerPoint, Access, Lotus Notes, Oracle, Hyperion
Adobe, Quickbooks, Email, Internet, Dunn & Bradstreet, LMS, RMS and mainframe systems.

Awards

- Continuous Process Improvement (CPI) Award (Logicon).
- Cost improvement Award (Hughes Aircraft).
- Achievement award (National Licensors Credit Association)
- National Licensors Credit Association – Elected President four terms.
- Outstanding Alumni Award (CSULB)

MARIO MARTINEZ
1150 East 54th Street
Los Angeles, CA. 90011

Education: East Los Angeles College, Monterey Park, CA.
Business

Valid C-33 Contractors License

Experience: **Gang Alternatives Program** **1997- present**

Director of Community Clean Up

Conduct, manage, and administer the organization's graffiti abatement, clean up, trash removal and bulky item pick up programs. Observe standards of Operation Clean Sweep, LA TeamWork, and Zero Tolerance policies. Inventory and order supplies, serve as liaison with the community, schools and governmental agencies. Enforce policies and proper procedures. Oversee 25 staff members.

Manager of Community Clean Up

Manage community clean up for the organization. Maintain warehouse, equipment, and supplies.

Superior Super Concepts **1997-1997**

Head Cashier

Assist cashiers with problems and assign responsibly. Help customers with concerns.

Chicken Enterprises (El Pollo Loco) **1986-1996**

District Manager

Manage, control and supervise several stores for quality, services, profits, marketing and outside sales, budgetary plans such as sales, and expenditure projections. Conduct site inspections and verify inventory reports.

Community: GAP's annual community clean up. Super Sunday.
Council District 15 community clean ups.
Mayor's office community clean ups.
LAPD community block parties

JUAN CARLOS TORRES

Education: California State University, Long Beach 8/2001
Bachelor of Science, Criminal Justice and Sociology with a
concentration in Deviant Behavior

Phineas Banning High School 6/96
Diploma

EXPERIENCE Gang Alternatives Program 8/00 - Present
Assistant Director of Community Clean Up
Oversee graffiti clean up operations, staffing, record keeping, and
equipment maintenance.

Classroom Advisor/ Parent Education Teacher
Teach gang prevention classes in elementary schools. Teach parent
education classes to increase family unity and prevent juvenile
delinquency.

Robert F. Kennedy Institute of Community and Family Medicine
Healthy Start Advocate for Banning High School. Case
supervision, referrals, tutoring, and case planning.
Police, Agency and School for Safety Program Coordinator
(P.A.S.S.) Creating, developing, and implementing after school
activities. Establishing a network with other agencies to help
reduce violence among local schools.

Educational Opportunity Program (E.O.P)
California State University, Long Beach 6/99- 8/01

Skills: Spanish (fluent)
Familiar with Microsoft Word, Excel, PowerPoint, Internet

Certifications: Healthy Families
American Red Cross- First aid and CPR

Gang Alternatives Program (GAP)
Job Description:
Director Community Clean Up

2007–2008

Purpose

The GAP position of Director of Community Clean Up is intended, subject to the approval of the Executive Director, to direct the planning and implementation for all community clean up activities, including graffiti abatement, vacant lot clean up, trash removal, roadside clean up, bulky item pick up (BIP), clean up projects, school clean up and any other activity with the emphasis on community clean up services; to organize and manage the community clean up programs for the CCU managers, BIP supervisor, OCB compliance officer, crew supervisors, court referrals, students and parents, using the most current methods and systems available; to stress gang prevention, community development, job training and creation, professionalism, and safety; to represent the organization in the community as assigned; and to assist the Executive Director in furthering the strategic plan.

Specific Duties and Responsibilities

The Director of Community Clean Up is expected to:

1. Conduct, manage and administer the organization's community clean up activities.
2. Supervise, direct, control and support the activities of:
 1. The Assistant Director of Community Clean Up;
 2. The Watts/Gateway Assistant Manager and his or her staff;
 3. The Harbor Assistant Manager and his or her staff;
 4. The Boyle Heights Assistant Manager and his or her staff;
 5. The Bulky Items Pick Up Supervisor and his or her staff.
3. Work with the OCB Compliance Officer to assure 100% compliance on CCU activities, performance, and procedures.
4. Keep an open communication with OCB and the County DPW at all times and maintain a positive working relationship.
5. Work with the Director of Education to establish cooperative activities for the benefit of students, schools, and communities.
6. Work with the Director of Operations to prepare department budgetary forecasts and control costs within established budget standards.
7. Develop an over all CCU program based on the strategic plan of the board of directors and the needs of youth and adults.
8. Review all CCU programs.
9. Oversee the keeping of records on CCU activities, including square feet abated, number of cleanups, court referrals utilized and their supervised hours, services provided, and outcomes.
10. Establish the parameters for monitoring CCU materials and equipment and for its maintenance

and repair.

11. Secure and maintain appropriate warehouse space for GAP vehicles, equipment, and supplies.
12. Brief the Executive Director on department activities and achievements.
13. Prepare operating reports and resolve CCU problems to ensure minimum costs and prevention of service delays.
14. Evaluate the performance of personnel reporting directly to the Director of Community Clean Up in accordance with established procedures.
15. Implement and enforce organizational policies, procedures, and guidelines.
16. Display the highest levels of integrity and professionalism in contacts with corporate, civic, community, educational, and staff constituents.
17. Promote the strongest positions of character building for staff within the understanding and culture of the Gang Alternatives Program.
18. Train managers and their staff based on the goals of the Executive Director and the organization.
19. Make recommendations to the Executive Director on the following:
 1. Capital expenditures;
 2. Preliminary budget requirements; and
 3. Revisions of the established CCU structure.
20. Help recruit support for GAP and its programs;.
21. Assist the GAP Executive Director (GAP ED) in the work of the organization.
22. Perform other duties as directed by the Executive Director and as may be required from time to time.

Qualifications and Desired Skills

To be considered for the GAP position of Director of Community Clean Up, the applicant should:

1. Required: minimum A.A./A.S. degree required; B.A. or higher preferred.
2. Contractor's license or other equivalent certification required.
3. Have minimum four years experience working in community clean up activities.
4. Have minimum two years supervisory or management experience in community-based organizations or business.
5. Be able to research, write, and analyze formulas and materials dealing with hot water/steam, abrasives, paint, solvents, chemicals, and other methods of CCU abatement activities.
6. Be able to communicate effectively in the community, at meetings, and in the civic environment.
7. Have good computer skills, including word processing, database, and spreadsheets in a Macintosh or Windows environment.
8. Valid, clean CA driver's license and CA registered and licensed vehicle (or able to procure same).
9. Be free of all associations with gangs, including appearance, dress, and demeanor;
10. Be able to pass a drug screen and a criminal history background check;
11. Speak, write, and communicate well in English (Spanish language skills are a plus);
12. Have reliable transportation;
13. Be efficient; and
14. Be dependable.

Physical Requirements

The job requires the ability to:

1. Stand and walk for extended periods of time, up to eight hours per day;
2. Bend and lift, including heavy loads (70 lbs.);
3. Open/close doors and windows, climb ladders, push gates, lift overhead doors, and open/close locks;
4. Drive a manual shift vehicle and operate PTO accessories; and
5. Manipulate large and small power tools, equipment, and other utensils as required.

Supervision Protocols

While performing as the Director of Community Clean Up, the employee is:

1. Subject to the bylaws, rules, regulations, policies, procedures, and guidelines of GAP;
2. Under the overall authority of and directly supervised by the GAP ED;
3. Responsible for supervising all assigned departmental staff and for the effective operation of the program;
4. Expected to maintain the recommended supervision ratio of 1:8 or less for juveniles; that is one staff member for every eight or fewer juveniles with at least two staff members present at all times (For the protection of both the juveniles and the staff members, no staff member should permit himself or herself to be alone with any minor or group of minors during GAP sponsored activities.); and
5. Expected to maintain the recommended direct supervision ratio of 1:15 or less for adults.

Orientation, Training, Certification, and Continued Education Provided

To prepare an employee for the position of Director of Community Clean Up, GAP will offer the following educational opportunities. It is the duty of the employee to attend these sessions.

1. Orientation to GAP and departmental duties;
2. Strategic Planning, Management Planning, and Departmental Planning sessions;
3. Safety Training;
4. Sexual Harassment and Hostile Working Environment Training;
5. Workshops and seminars as directed by the GAP ED; and
6. GAP Employee Development Program.

Activity Locations

While performing the duties of Director of Community Clean Up, the employee is limited to the following locations, unless expressly authorized in writing by the GAP ED to hold activities in another location.

1. The GAP Community Clean Up service area (Baldwin Hills, Boyle Heights, Del Aire, Harbor City, Harbor Gateway, La Rambla, Lennox, San Pedro, Watts, and Wilmington; other locales as added);
2. The GAP warehouse and GAP offices;
3. Local, City, County, State, and National offices and buildings when assigned;

4. Conferences, seminars, conventions, and other meetings when assigned;
5. In transit between assigned locations during working hours;
6. All GAP sponsored activities; and
7. The monthly board meeting;

Time Commitment and Compensation

The position of Director of Community Clean Up is a full-time, salaried, exempt position. The employee is expected to complete duties 1–9 on a weekly basis. Work may be required on weekends and some evenings.

Due to the type of funding received by GAP, employment is offered based on the availability of funds, and is reviewed prior to the end of the fiscal year. No guarantee of year to year employment is either expressed or implied by an offer to hire.

The compensation is tied to education and experience as indicated in the compensation guidelines.

Gang Alternatives Program (GAP)
Job Description:
Community Clean Up Assistant Director
2007–2008

Purpose

The GAP position of Community Clean Up Assistant Director is intended to assist the Director of Community Clean Up in managing the day-to-day operations of the GAP Community Clean Up Program and to be accountable for its success.

Specific Duties and Responsibilities

The Community Clean Up Assistant Director is expected to:

1. Assist the Director of Community Clean Up in the running of the Community Clean Up Program, and to run it in his or her absence, including
 1. Manage the graffiti abatement, clean up, and bulky item pick up programs;
 2. Cooperate with the Court Referral/Graffiti Report Coordinator in the administration of the court referral program
 3. Observe the standards of the Office of Community Beautification and County Zero-Tolerance Zones;
 4. Be the secondary liaison with the office of Community Beautification and its staff;
 5. See that all tools, equipment, and supplies are properly maintained, and that they are safely and securely stored; and
 6. Interface with and educate the community, schools, and governmental agencies.
2. Enforce GAP policies;
3. Help recruit support for GAP and its programs;
4. Assist the GAP Executive Director in planning, preparing, and facilitating monthly board meetings as needed; and
5. Perform all other duties as assigned by the Director of Community Clean Up and the GAP Executive Director.

Qualifications and Desired Skills

To be considered for the GAP position of Community Clean Up Assistant Director, the applicant should:

1. Be a high school graduate with at least 30 hours of college education, with the expectation of completing an bachelor's degree within two years;
2. Have a minimum four years experience with graffiti abatement, community clean up, work crew supervision, painting trades, or equivalent education or work experience;
3. Have a minimum two years administrative, management, or supervisory experience;

4. Have or be able to obtain a contractor's license;
5. Be computer literate on spreadsheets, word processing, and the Internet in a Macintosh or Windows environment;
6. Have a valid CA drivers license and a clean DMV record;
7. Be free of all associations with gangs, including appearance, dress, and demeanor;
8. Be able to pass a drug screen and a criminal history background check;
9. Be mechanically inclined;
10. Speak, write, and communicate well in English (Spanish language skills are a plus);
11. Be computer literate;
12. Be efficient; and
13. Be dependable.

Physical Requirements

The job requires the ability to:

1. Stand and walk for long periods of time;
2. Bend and lift, including moderate to heavy loads (90 lbs.);
3. Drive a manual shift transmission vehicle and operate powered machinery;
4. Open/close doors and windows, climb ladders, push gates, lift overhead doors, and open/close locks; and
5. Manipulate large and small hand tools, powered tools, and other utensils as required.

Supervision Protocols

While performing as the Community Clean Up Assistant Director, the employee is:

1. Subject to the bylaws, rules, regulations, policies, procedures, and guidelines of GAP;
2. Under the overall authority of and directly supervised by the Director of Community Clean Up;
3. Under the purview of the Director of Community Clean Up, responsible for supervising all community clean up crew supervisors and for the effective operation of the program;
4. Expected to maintain the recommended supervision ratio of 1:8 or less for children; that is one staff member for every eight or fewer children with at least two staff members present at all times (For the protection of both the children and the staff members, no staff member should permit himself or herself to be alone with any child or group of children during GAP sponsored activities.); and
5. Expected to maintain the recommended supervision ratio of 1:15 or less for adults.

Orientation, Training, Certification, and Continued Education Provided

To prepare an employee for the position of Community Clean Up Assistant Director, GAP will offer the following educational opportunities. It is the duty of the employee to attend these sessions.

1. Orientation and inservice training by the Operation Clean Sweep staff;
2. Safety Training;
3. Sexual Harassment and Hostile Working Environment Training;
4. Workshops and seminars as directed by the GAP ED; and

5. GAP Employee Development Program.

Activity Locations

While performing the duties of Community Clean Up Assistant Director, the employee is limited to the following locations, unless expressly authorized in writing by the GAP ED to hold activities in another location.

1. The GAP Community Clean Up Program service area (Baldwin Hills, Boyle Heights, del Aire, Harbor City, Harbor Gateway, La Rambla, Lennox, San Pedro, Watts, and Wilmington);
2. The GAP warehouses and GAP offices;
3. Operation Clean Sweep offices and warehouses;
4. LA County Department of Public Works offices;
5. Paint and materials suppliers with whom GAP does business;
6. In transit between assigned locations during working hours
7. All GAP sponsored activities; and
8. The monthly board meeting;

Time Commitment and Compensation

The position of Community Clean Up Assistant Director is a full-time, exempt position. The employee is expected to complete duties 1–3 on a daily basis. Work may be required on weekends and some evenings.

Due to the type of funding received by GAP, employment is offered based on availability of funds, and is reviewed prior to the end of the fiscal year. No guarantee of year to year employment is either expressed or implied by an offer to hire.

The salary range is as specified in the current compensation guidelines.

Gang Alternatives Program (GAP)
Job Description:
CCU Assistant Manager

2007–2008

Purpose

The GAP position of Community Clean Up (CCU) Assistant Manager is intended to assist the Director of CCU in the running of the CCU Program and to provide program supervision at the regional warehouses.

Specific Duties and Responsibilities

The CCU Assistant Manager is expected to:

1. On a daily basis, a) check the condition of each vehicle and log it, b) sign out vehicles, c) support the GAP request coordinator/clerk in signing in/out court referrals, and d) assign court referrals to crew supervisors;
2. On a weekly basis, a) perform vehicle maintenance, and b) either schedule or perform warehouse maintenance;
3. On a monthly basis, a) complete a paint inventory, b) complete a tools inventory, c) complete a supplies inventory, and d) provide a written summary of paint, tools, and supplies usage to the Director of CCU and to the GAP Executive Director;
4. Conduct field inspections of CCU work crews and of the general condition of the neighborhoods, and report the findings to the Director of CCU;
5. Assist the director with quality control and productivity measurement;
6. Assure a professional and appropriate environment exists between court referrals and crew supervisors;
7. Demonstrate respect for and adherence to the rules and policies of the Office of Community Beautification;
8. Enforce GAP policies;
9. Help recruit support for GAP and its programs;
10. Assist the GAP Executive Director (GAP ED) in the work of the organization; and
11. Perform all other duties as assigned by the the department manager and the GAP ED.

Qualifications and Desired Skills

To be considered for the GAP position of CCU Assistant Manager, the applicant should:

1. Be a high school graduate (some college or vocational education preferred);
2. Have a minimum of two years experience with in a supervisory or management position;
3. Have a minimum of two years experience in either warehousing, equipment maintenance, painting, or graffiti abatement;

4. Be able to read and write English and use a computer to produce basic reports;
5. Have a valid CA drivers license and a clean DMV record;
6. Be free of all associations with gangs, including appearance, dress, and demeanor;
7. Be able to pass a drug screen and a criminal history background check;
8. Speak and communicate well in English and Spanish;
9. Have reliable, insured transportation;
10. Be efficient; and
11. Be dependable.

Physical Requirements

The job requires the ability to:

1. Stand and walk for periods of up to two hours in length, up to four times per day;
2. Bend and lift, including heavy loads (70 lbs.);
3. Drive a manual shift transmission vehicle and operate powered machinery;
4. Open/close doors and windows, climb ladders, push gates, lift overhead doors, and open/close locks; and
5. Manipulate large and small hand tools, powered tools, and other utensils as required.

Supervision Protocols

While performing as the CCU Assistant Manager, the employee is:

1. Subject to the bylaws, rules, regulations, policies, procedures, and guidelines of GAP;
2. Under the overall authority of and directly supervised by the Director of Community Clean Up;
3. Responsible for supervising all community clean up crew supervisors and for the effective operation of the program;
4. Expected to maintain the recommended supervision ratio of 1:8 or less for juveniles; that is one staff member for every eight or fewer juveniles with at least two staff members present at all times (For the protection of both the juveniles and the staff members, no staff member should permit himself or herself to be alone with any minor or group of minors during GAP sponsored activities.); and
5. Expected to maintain the recommended supervision ratio of 1:15 or less for adults.

Orientation, Training, Certification, and Continued Education Provided

To prepare an employee for the position of CCU Assistant Manager, GAP will offer the following educational opportunities. It is the duty of the employee to attend these sessions.

1. Orientation to GAP, its policies, benefits, and practices;
2. Orientation to the position of CCU Assistant Manager as provided on the job by the CCU Manager and the Executive Director;
3. Safety Training;
4. Sexual Harassment and Hostile Working Environment Training;
5. Workshops and seminars as directed by the GAP ED; and
6. GAP Employee Development Program.

Activity Locations

While performing the duties of CCU Assistant Manager, the employee is limited to the following locations, unless expressly authorized in writing by the GAP ED to hold activities in another location.

1. The GAP Community Clean Up Program service area (Baldwin Hills, Boyle Heights, Del Aire, Harbor City, Harbor Gateway, La Rambla, Lennox, San Pedro, Watts, and Wilmington);
2. The GAP warehouses and GAP offices;
3. The Office of Community Beautification offices in downtown Los Angeles;
4. Public meetings and forums where assigned as a representative of GAP;
5. In transit between assigned locations during working hours;
6. All GAP sponsored activities; and
7. The monthly board meeting;

Time Commitment and Compensation

The position of CCU Assistant Manager is a full-time, hourly position. The employee is expected to work on the CCU Director's days off. Work may be required on weekends and some evenings.

Due to the type of funding received by GAP, employment is offered based on availability of funds, and is reviewed prior to the end of the fiscal year. No guarantee of year to year employment is either expressed or implied by an offer to hire.

The salary range is as listed in the current compensation guidelines.

Gang Alternatives Program (GAP)

Job Description: CCU Crew Supervisor

2007–2008

Purpose

The GAP position of Community Clean Up (CCU) Crew Supervisor is intended to assist the Director of CCU, the Assistant Director of CCU, and the Assistant Managers in the completion of the day to day operations of the CCU program in the assigned area(s) and to be accountable for its success.

Specific Duties and Responsibilities

The CCU Crew Supervisor is expected to:

1. Supervise others and participate in the removal of graffiti and the clean up of identified property in the service area(s) as directed by CCU management and described by GAP Standard Operating Procedures (SOPs);
2. Supervise court referrals and volunteers directly in visual and physical proximity, keeping a professional and courteous relationship with them, showing no favoritism or prejudice;
3. Practice safety with regard to the general public, vehicles, materials, court referrals and volunteers, and self.
4. Prepare records and reports of services provided;
5. Maintain vehicles and equipment in good operating condition;
6. Report to the CCU assistant manager, the Assistant Director of CCU, the Director of CCU, and the Executive Director on progress and impact of the CCU Bulky Items Clean Up program in the community.;
7. Serve as liaison between GAP and the community, representing GAP in a professional and courteous manner;
8. Assist other CCU Crew Supervisors in the completion of their daily tasks;
9. Work on special projects as assigned, and complete all tasks as directed by CCU managers, the Assistant Director of CCU, the Director of CCU, and the Executive Director;
10. Comply with the recommendations of GAP's OCB Compliance Officer as indicated by the Director of Community Clean Up;
11. Enforce GAP policies;
12. Help recruit support for GAP and its programs;
13. Assist the GAP Executive Director (GAP ED) in the work of the organization; and
14. Perform all other duties as assigned by the CCU managers, the Assistant Director of CCU, the Director of CCU, and the Executive Director and the GAP ED.

Qualifications and Desired Skills

To be considered for the GAP position of CCU Crew Supervisor, the applicant should:

1. Be a high school graduate (some college or vocational education preferred);
2. Have one year experience with graffiti abatement, community clean up, work crew supervision, painting trades, beautification, or similar work experience;
3. Be able to read and write English and use a computer to produce basic reports;
4. Have a valid CA drivers license and a clean DMV record;
5. Be free of all associations with gangs, including appearance, dress, and demeanor;
6. Be able to pass a drug screen and a criminal history background check;
7. Speak and communicate well in English and Spanish;
8. Have reliable, insured transportation;
9. Be efficient; and
10. Be dependable.

Physical Requirements

The job requires the ability to:

1. Stand, walk, and squat for periods of up to eight hours in length;
2. Bend and lift, including heavy loads (70 lbs.);
3. Drive a vehicle in tight spaces, including using a manual shift and power lift mechanism and to operate powered machinery;
4. Open/close doors and windows, climb ladders, push gates, lift overhead doors, and open/close locks; use both hands and arms to operate power equipment safely; and handle bulky, foul items in a safe and secure manner; and
5. Manipulate large and small hand tools, powered tools, and other utensils as required.

Supervision Protocols

While performing as the CCU Crew Supervisor, the employee is:

1. Subject to the bylaws, rules, regulations, policies, procedures, and guidelines of GAP;
2. Under the overall authority of and directly supervised by the Director of Community Clean Up and his or her designee;
3. Responsible for supervising all assigned helpers and court referrals and for the effective operation of the program, including maintaining close verbal and physical proximity;
4. Expected to maintain the recommended supervision ratio of 1:8 or less for juveniles; that is one staff member for every eight or fewer juveniles with at least two staff members present at all times (For the protection of both the juveniles and the staff members, no staff member should permit himself or herself to be alone with any minor or group of minors during GAP sponsored activities.); and
5. Expected to maintain the recommended supervision ratio of 1:10 or less for adults.

Orientation, Training, Certification, and Continued Education Provided

To prepare an employee for the position of CCU Crew Supervisor, GAP will offer the following educational opportunities. It is the duty of the employee to attend these sessions.

1. Orientation to GAP, its policies, benefits, and practices;
2. Orientation to the position of CCU Crew Supervisor as provided on the job by the CCU managers, the Assistant Director of CCU, the Director of CCU, and the Executive Director;
3. Safety Training;
4. Sexual Harassment and Hostile Working Environment Training;
5. Workshops and seminars as directed by the GAP ED; and
6. GAP Employee Development Program.

Activity Locations

While performing the duties of CCU Crew Supervisor, the employee is limited to the following locations, unless expressly authorized in writing by the GAP ED to hold activities in another location.

1. The GAP Community Clean Up Program service area (Baldwin Hills, Boyle Heights, Del Aire, Harbor City, Harbor Gateway, La Rambla, Lennox, San Pedro, Watts, and Wilmington);
2. The GAP warehouses and GAP offices;
3. The Office of Community Beautification offices in downtown Los Angeles;
4. Public meetings and forums where assigned as a representative of GAP;
5. In transit between assigned locations during working hours;
6. All GAP sponsored activities; and
7. The monthly board meeting;

Time Commitment and Compensation

The position of CCU Crew Supervisor is a full-time, hourly position. Work may be required on weekends and some evenings.

Due to the type of funding received by GAP, employment is offered based on availability of funds, and is reviewed prior to the end of the fiscal year. No guarantee of year to year employment is either expressed or implied by an offer to hire.

The salary range is as listed in the current compensation guidelines.

South Area GAP Work Plan/ Staffing

General Statement

The Gang Alternatives Program will be responsible for graffiti removal, via the Graffiti Abatement Referral System, under the contract in the entire length of each flood control channel as shown in Exhibit E.2 and E.3 (South Area). Graffiti will be removed or painted over within 72 hours of notification. GAP will be available from 7:30 a.m. to 2:30 p.m. Monday to Friday and have a Supervisor available in the field to respond to the County Inspectors during those times.

Scope of Work

GAP will remove and maintain graffiti free all areas within the county flood control facility.

Areas to be addressed:

River banks

River beds

Overpass abutments

Pump houses

County owned structures

Bike paths

Adjacent fences and walls within the county right of way

GAP will provide four crews in order to maintain the South Area. The crews will be supervised by the Manager of Flood Control Channels and there will be one additional Crew Supervisor that will fill in to help or take over when a crew member is ill or on vacation.

The crews will maintain a zero-tolerance policy for the District's facilities as indicated in Exhibit E.2 and E.3. These channels include: Ballona Creek, Centinela Creek, Compton Creek Upper, Dominguez Channel, Rio Hondo, Sorensen Drain, San Gabriel River, Los Angeles River, Project 130, La Mirada Creek, and Coyote Creek. The crews will remove vulgar graffiti within 24 hours five days a week. They will respond to the Graffiti Abatement Program Manager concerning priority assignments paint out project, color matching, or corrective painting within 24 hours, five days a week. They will remove graffiti within 72 hours upon notification Monday through Friday.

GAP crews will use **Concrete Gray** paint in all flood control channels except when the concrete is another color. If concrete is another color then color is to be matched. Crews will remove graffiti from all types of surfaces including paved access ways, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, rough routed rip rap, and various pavement surfaces using proper methods of covering or removal.

GAP crews will take every precaution to ensure the integrity of the surrounding areas. Drop cloths will be used so as not to paint bushes and sidewalks that do not contain graffiti. Should an area be damaged, GAP will be responsible for restoring it to its previous condition.

GAP will furnish its crews with the proper equipment including brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, solutions, drop cloths, brooms, dust pans, and plastic bags. GAP will train all employees in the proper care of equipment and the proper procedures for removal and painting over graffiti. All personnel will wear safety vests, and uniforms while in the public and while working. In addition, GAP crews will wear safety goggles and gloves to protect themselves from harmful chemicals and injury. Best Management Practices will be adhered to at all times.

GAP will be responsible for removing graffiti on trees in the designated area. Paint will not be used on trees as that would damage and suffocate the tree. GAP will use only water pressure in a manner so as not to damage the bark of the tree. Trees and other vegetation will be protected while working in the field.

GAP crews will be responsible for removing graffiti reported or found on the concrete bike paths by the water channels. GAP understands that graffiti on the bike path must not be painted over. The graffiti must be cleaned by water or sand blasting. If the bike path was previously painted, the paint must be removed. GAP will be responsible for recovering debris and waste water to avoid contamination of channel water.

GAP crews will perform the tasks necessary to complete the contract in a satisfactory, punctual and polite manner. Crews will use the appropriate tools, supplies, materials and equipment. All solvents used to clean will be approved by the County of Los Angeles and water for water blasting will be reclaimed and disposed of in the appropriate manner.

GAP Crews will be supervised by the Manager of Flood Control Channel, the CCU Director and the GAP Executive Director. The Manager will be available for emergencies 24 hours a day and will provide the Public Works Department with a cell phone number to call in case of emergencies.

GAP will not paint over or remove any murals found in the designated area. GAP understands that crews will not repair, remove, touch up, or buff out any murals unless specifically told to do so by the Department of Public Works. If there is any question regarding a mural, the CCU Director or Manager will contact the Contract Manager.

Schedule

The 4 Crew Supervisors will be divided into 2 teams with 2 employees per team and 2 trucks per team. Each team will have one truck with a sand blaster and one truck with a paint sprayer. The teams will work together for safety and work efficiency.

Team 1	Monday, Tuesday	Sepulveda Channel, Ballona Creek, And Centinela Creek
Team 2	Monday, Tuesday	Compton Creek, Dominguez Channel, Project 130
Team 1	Wed, Thurs, Friday	Rio Hondo, Compton Creek
Team 2	Wed, Thurs, Friday	San Gabriel River, Sorenson Drain, La Mirada, Coyote Creek

All teams will be on call for emergency areas that need graffiti removal.

CCU Staffing

GAP Executive Director

Douglas L. Semark, Ph.D.

Semark has been with GAP for over 7 years. He has a staff of 62 full and part time employees. Semark oversees a budget of \$2,100,00. Semark holds a Doctoral degree from Case Western Reserve University in Ohio. Semark is closely involved in the management of the Community Clean Up operation.

Director of Operations

David Tynes

Tynes has been with GAP for 6 months. He is responsible for all accounting procedures and finances for the organization. Tynes holds a Bachelors degree in business from California State University, Long Beach and has 15 years of experience in accounting.

Bookkeeper

Lee Harmon

Harmon has been with GAP for 3 years and is responsible for finances and reporting income and expenses. Harmon prepares the monthly expense accounts and payroll.

Clerk

Jose Garcia

Garcia has been with GAP for 2 years. He is responsible for inputting data concerning graffiti removal into the City and County reporting systems. Garcia also oversees the volunteers referred by the courts.

Director of Community Clean Up

Mario Martinez

Martinez has been responsible for the Community Clean Up Department for over 10 years. He holds a valid C-33 Contractor's License and has 10 years experience in graffiti removal, steam cleaning and maintenance. He is also knowledgeable in color matching, non-abrasive blasting, and sacrificial and anon sacrificial coatings. He is responsible for overseeing the Community Clean Up staff including scheduling of employees and all work procedures and safety protocols. Martinez is responsible for the maintenance of all vehicles and equipment used in the Community Clean Up Department

Assistant Director of Community Clean Up

Juan Carlos Torres

Torres has been with GAP for 5 years. He began as a Classroom Advisor and Parent Education teacher. Torres holds a Bachelors degree in Criminal Justice and Sociology from California State University Long Beach. Torres assists the Director in performance of duties including staffing, maintains of vehicles, managing the graffiti abatement clean up and bulky item pick up. Torres also helps manage the court referral program.

Assistant Manger

Isidro Ruan

Ruan is the manager of the Boyle Heights facility. He is responsible for overseeing staff, maintaining equipment, and graffiti removal.

Assistant Manager

Ron Barrow

Barrow is the manager of the Wilmington Warehouse. He is responsible for overseeing staff, maintaining equipment and graffiti removal.

Community Clean Up Coordinator

Yolanda Roybal

Roybal has been with GAP for 4 years. She is responsible for gathering data on graffiti calls and reports, and dispatching crews to the proper locations.

Crew Supervisors

Crew Supervisors are responsible for the day to day operation of the Community clean Up Department. They are each assigned a designated area to survey and remove graffiti in the appropriate manner. Each Crew Supervisor is trained and certified in the procedures such as high pressure washing, sand blasting, on site custom color maintenance and the application of coatings. All crew supervisors are high school graduates, hold California Driver's licenses and are subject to random drug testing.

Crew Supervisors:

Jose Delgado

Luis Galindo

Carlos Guerra

Osamaro Guillen

Douglas Mayes

Angel Rodriguez

Mariano Santana

Miguel Vargas

Ramon Vega

Six additional employees will be hired in order to implement this new contract. GAP will not use a subcontractor. The new employees will be:

1 - Manger of Flood Control Channels

5 – Crew Supervisors

QUALITY ASSURANCE

GAP EMPLOYEE HANDBOOK

POLICIES AND PROCEDURES

CCU SOP: Emergencies (General)

I. Description

- A. Emergency situations are those sudden situations that an individual cannot control or has not received special training for, and must be carefully treated by qualified person(s) only.
- B. Emergencies can be classified as first priority emergencies and second priority emergencies.

II. Description

- A. Community Clean Up staff is required to report every **first priority** emergency as soon as it happens, for the safety of every one.
 - 1. Life threatening emergencies **MUST** be called in at the 911 emergency number. (See SOP on “Emergency Procedures: Injury.”)
 - 2. In case of fire in any of GAP’s building, the first person to witness it has to call 911, then call the Manager or Director on duty. (See SOP “Emergency Procedures: Fire.”)
 - 3. Work injuries also have to be evaluated immediately as a **first priority**, whether an injury is severe, meaning that it needs immediate medical attention, or if it could be treated (onsite) with the first aid kit supplies. All injuries must be reported as soon as they happen.
 - 4. If a crew supervisor is unsure of a critical emergency situation, it is recommended that a 911 call be placed before waiting too long.
- B. CCU staff is also required to report **second priority** emergencies to their superiors for situations as follows:
 - 1. Vehicle troubles consisting of minor collisions, breakdowns caused by wear and tear are considered second priority emergencies.
 - 2. Arriving at any of GAP’s buildings that has been burglarized is also a second priority emergency.
 - 3. Failure on any power operating equipment is also a second priority emergency.
 - 4. Disputes concerning coworkers or court referrals are also considered second priority emergencies; unless the issue becomes violent, then a call should be placed to proper authorities and the Manager on duty. (See SOP “Emergency Procedures: Threats...”)

III. Summary

- A. This procedure describes how to properly act in case of an emergency situation.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the Manager, Assistant Manager, or Executive Director.

CCU SOP: Handling Requests

I. Introduction

- A. Handling a request is an important function which delivers to our communities the services GAP (CCU) provides with promptness, quality, and, accuracy.
- B. All graffiti requests follow a priority order and it is established ONLY by Office of Community Beautification or the County Department of Public Works.

II. Description

- A. Crew supervisors have to acknowledge and understand the priority order when handling graffiti requests.
 - 1. Racist and hate crime graffiti have the highest priority and must be removed within 2 hours.
 - 2. Office of Community Beautification, County DPW, Council District 14, Council District 15, and the Mayor's office graffiti requests have the next highest priority. These requests must be completed within a twenty-four to forty-eight (24–48) hour period.
 - 3. The Los Angeles Police Department, the Los Angeles Sheriff's Department and the Port of Los Angeles are third in order for graffiti requests, unless the nature of the graffiti is racial or represents a threat to society. See A(1) above.
 - 4. Requests received through GAP's telephone line are fourth in order for graffiti request.
 - 5. If any prioritized request is not present, like any above, then the next succeeding request should be executed. For example, if at the beginning of the day there is not any request from OCB or LADPW, then a request from Council District 15th should be next for completion.
- B. All graffiti requests have to be executed with the best quality. Proper training has been provided and/or will be provided to new employees pertaining to CCU.
- C. Crew supervisors are fully responsible for supervision of the court referrals and for the quality of their work while they are performing graffiti paint outs.
 - 1. Walls and such surfaces have to be color matched as closely as possible and completion of job tasks are imperative (no square patches of different colors).
 - 2. Cleanliness is taken in consideration as this reflects professionalism on all CCU staff.(See SOP Painting Out Graffiti)

3. With light colors, graffiti tends to bleed through and a second coat is necessary as soon as it dries.
 4. All completed requests must meet accuracy, so there is no additional time used to correct work ignored.
 5. Before assuming a request is completed, crew supervisors need to read requests thoroughly and finish every single item requested.
- D. Alleys require extra diligence.
1. When treating an alleyway infested with graffiti, even if there is only one address on the request, paint-out the entire alley so it will take care of future complaints.
 2. Make sure to account for correct amounts of square footage as this could be considered for disciplinary action.
 3. Alleyways need to be itemized that is to say paint outs should be listed each address separately.

III. Summary

- A. This procedure describes how to handle a graffiti request.
- B. Proper adherence to this procedure is required, and the reading of additional SOP's is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the Manger, Assistant Manager, or Executive Director.

CCU SOP: Recording Productivity

I. Introduction

- A. Recording productivity serves several purposes helping to keep numbers on track, accurate, and ready for monthly reports.
- B. The reporting procedure is usually the same, except, when indicated by the Office of Community Beautification of the County Department of Public Works.

II. Description

- A. All CCU staff are responsible for the recording of the square footage completed daily on the color-coded forms provided.
 - 1. Each crew supervisor must, at all times, have a clipboard and data entry color-coded forms for recording each complete task.
 - 2. The forms to be used are green paper for walls, pink paper for utility or light standards, canary paper for control cabinets, blue paper for traffic signs, and yellow paper for clean ups.
 - 3. All supervisors must record productivity on an alternate form that is used as reference.
 - 4. Complete data entry forms shall be submitted in an interoffice correspondence envelope and then given to the administrative person responsible for the inputting.
- B. Crew supervisors must write the square footage accurately and legibly, after the completion of every task.
 - 1. The measurements have to be calculated as close as possible and proper ways to take measures were provided at our training days.
 - 2. Crew supervisors must write legibly in order to prevent the input of wrong figures.
 - 3. All data entry forms must have the crew supervisor's name and date.
 - 4. When recording an address, crew supervisors should include correct address or locate position of the work performed. (General numbers such as 700 W 7th Street are not valid unless that is the number of the property affected.)
 - 5. Address must include number of property, street name, and city; or locate area by using a compass method. (S/E, S/W, N/E, Etc.)
 - 6. Correct measurements are demanded, writing legibly is a must, and locations have to be clearly specified. Note: failure to follow these instructions will result in disciplinary action.
- C. CCU staff is responsible for the monthly completion of all additional reporting forms required by the Office of Community Beautification and the County Department of Public Works.
 - 1. A month's total should include at least 80,000 square foot of graffiti removed from walls.
 - 2. Clean ups should include 40 or more every month.
 - 3. Traffic signs should include 200 or more every month.
 - 4. Light Standards should include 400 or more every month.
 - 5. Traffic Control Cabinets should include 100 or more every month.

6. Trees have no specific totals; however, those are to be cleaned as well.

III. Summary

- A. This procedure describes how record productivity accurately
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the Manager, Assistant Manager, or Executive Director.

CCU SOP: Required Materials

I. Introduction

- A. Community Clean Up materials are necessary to conduct fast, complete and safe tasks on all graffiti abatement assigned by the Office of Community Beautification or County Department of Public works. These materials are required to be available to each crew daily.

II. Description

- A. GAP crew supervisors need to understand the importance of having these materials at all times.
- B. CCU staff must have a SOP list titled "Materials Checklist MC101".
 - 1. The Materials Checklist needs to be in use every morning before departing for daily tasks.
 - 2. This will help crew supervisors have all materials and sufficient amounts of paint to complete a day's work.
 - 3. Following this procedure will lessen the time wasted for crew supervisors who have to reload materials and as well for supervisors who have to reopen the facility for them.
 - 4. The Materials Checklist remains uniform for the benefit of all crew supervisors. Any alterations will be noted in a memorandum.
 - 5. Items cannot be changed or added unless authorized personnel make those changes.
- C. Crew supervisors are responsible for all safety gear provided and are responsible for its longevity and worthiness to perform its intended function.
 - 1. Safety gear must be well maintained and should have a useful life of twelve months.
 - 2. Safety gear has to be in use every time it is required to perform a task.
 - 3. It must be properly stowed or secured when not in use.
 - 4. Crew supervisors who do not follow safety procedures will risk disciplinary action and may be subject to personal liability in the case of an injury or accident.

III. Summary

- A. This procedure describes the required materials needed to conduct graffiti abatement.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the CCU Manager, Assistant Manager, or Executive Director.

Emergency Procedures: Injury

I. Introduction

- A. Injuries at the GAP office or warehouse need immediate attention. Proper preparation and action will minimize complications and prevent further injury.
- B. All injuries must be reported.

II. Description

- A. All GAP employees shall be trained in and aware of SOPs covering safety and injury prevention.
- B. All GAP employees are to be aware of the SOP for handling injury situations.
 - 1. The injured party has primary responsibility for seeking assistance and reporting any injury, unless incapacitated.
 - 2. The injured party's immediate coworker/supervisor/manager has responsibility to seek assistance and report an injury if the injured party is incapacitated.
- C. Injuries, whether minor or major, shall be reported immediately either to any manager or to the Executive Director.
 - 1. GAP employees who are away from the office and/or warehouse shall report the injury by phone.
 - 2. GAP employees who are in the office and/or warehouse shall report the injury in person.
 - 3. Only in case of a dire emergency shall any employee deviate from this procedure, in which case the immediate summoning of professional medical help shall take precedence.
- D. In cases of minor injury, GAP employees, with the advice, assistance, and/or consent of a manager or the executive director, may provide appropriate first aid. **NO EMPLOYEE MAY BE ORDERED TO PROVIDE FIRST AID THAT HE OR SHE IS NOT WILLING OR COMPETENT TO PERFORM.** Such actions are limited to these:
 - 1. Cleaning of minor wounds and the application of a bandage.
 - 2. Removal of small embedded objects in the skin such as thorns, burrs, splinters, etc.
 - 3. Providing relief in the form of warm or cold cloths or compresses.
 - 4. Covering with a blanket or coat.
- E. When performing minor first aid, be careful to avoid personal contact with any body fluids such as blood, vomit, or saliva.
- F. In cases of medical emergency, GAP employees shall adhere to the following procedures.
 - 1. **DO NOT SECOND GUESS A SERIOUS MEDICAL CONDITION.** Always consult a manager or the Executive Director or call 911 for medical assistance.
 - 2. Do not move sick or injured person(s).
 - 3. Be careful to avoid personal contact with any body fluids such as blood, vomit, or saliva.
 - 4. Stay with the victim and reassure him/her that help is on the way.
- G. **ONLY IF YOU ARE TRAINED OR CERTIFIED,** the following instructions serve as a

reminder for providing emergency assistance.

1. To Start Breathing (Victim is Not Breathing, but Has Pulse)
 - a) Call 911. Perform rescue breathing if trained or certified.
 - b) With the victim's head tilted back and chin lifted, pinch the nose shut.
 - c) Give two slow breaths. Breathe into the victim until chest gently rises
 - d) Check for a pulse (on neck).
 - e) If there is a pulse, but the victim is still not breathing, give one slow breath every five seconds (twelve times a minutes).
 - f) Recheck pulse and breathing every minute. Continue rescue breathing as long as the victim is not breathing, or until medical assistance arrives.
2. To Give Cardiopulmonary Resuscitation (CPR—Victim Is Not Breathing and Has No Pulse).
 - a) Call 911. Do CPR and rescue breathing if trained or certified.
 - b) Find the notch where the lower ribs meet the breast bone. Place the heel of your hand on the breast bone. Place your other hand on top of the first.
 - c) Position the shoulders over hands. Compress chest fifteen times using a smooth, even rhythm.
 - d) Give two slow breaths.
 - e) Do three more sets of fifteen compressions and two breaths.
 - f) Recheck pulse and breathing for about five seconds.
 - g) If there is no pulse, continue sets of fifteen compressions and two breaths.
 - h) Continue until medical assistance arrives, or until victim starts breathing and has pulse.
3. Abdominal Thrust for Choking Victim.
 - a) Call 911 for emergency instructions.
 - b) Get behind victim. Wrap your arms around the victim's waist, just above the navel.
 - c) Clasp your hands together with a doubled fist. Press in and up in quick thrusts.
 - d) Be careful not to exert pressure against the victim's rib cage with forearms.
 - e) Repeat procedures until choking stops.
4. To Stop Bleeding.
 - a) Call 911 for emergency instructions.
 - b) Apply pressure directly onto the wound with a sterile gauze, clean handkerchief, or gloved hand.
 - c) Maintain a steady pressure for five to ten minutes.
 - d) If victim is bleeding from an arm or leg, elevate it.
 - e) Stay with the victim until help arrives.
5. Seizures and Unconscious Victims.
 - a) Do not leave victim alone.
 - b) Call 911. Ask operator for instructions.
6. Heat Related Illness.
 - a) Get victim to a cool place.
 - b) Loosen tight clothing.

- c) Apply cool, wet cloths to the skin.
 - d) Fan the victim.
 - e) If the victim is conscious, give cool (not cold) water to drink.
 - f) Call an ambulance if victim refuses water, vomits, or loses consciousness.
7. Document the incident. Describe the sequence of events and their context. Give details. This information will be important in evaluating the level of preparedness and training if there is another medical emergency. Cite consultations, advice given, and action taken. Forward a copy to the Executive Director.

III. Summary

- A. This procedure describes how to deal with medical emergencies.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the Executive Director.

Emergency Procedures: Threatening or Violent Behavior While In The Community

I. Introduction

- A. Threats or violent behavior in the workplace require immediate attention. If your workplace is on the streets and in the neighborhoods, it is still a workplace. Proper training and preparation will minimize the risk to GAP employees.
- B. All threats and violent behavior must be reported.
- C. All suspicious behavior must be reported.

II. Description

- A. Threats may be statements of intention or expressions of strong emotion. They can be indirect or direct, verbal or nonverbal.
 - 1. Shaking a fist, giving the finger or gang signs, throwing things, and showing a weapon are all examples of nonverbal threats.
 - 2. Verbal threats may be indirect expressions of frustration or anger directed toward a person or activity or they may be direct statements of the intention to harm.
- B. These situations are complex, and it is not expected that employees will be able to assess whether the threat is serious and might actually lead to harm. However, it is expected that GAP employees consider any threat or display of hate as potentially serious.
- C. Most people who commit violent acts exhibit warning signs. It is important to take seriously any behaviors or words that imply threat and consult your department director or Executive Director to assess the risk and plan interventions.
- D. Steps to follow if the threat is immediate: leave the situation if possible and inform the department director or Executive Director. If threats or bizarre behavior indicate possible danger, personal safety is the top priority.
 - 1. For an angry or hostile customer, court referral, citizen, vagrant, or coworker:
 - a) Stay calm.
 - b) Listen attentively.
 - c) Maintain eye contact.
 - d) Be courteous. Be patient. Be respectful.
 - e) Explain you are doing your job and trying to provide for your family.
 - f) Keep the situation in your control.
 - 2. If shouting, swearing, and threatening continue
 - a) Attempt to disengage yourself from this situation by stating that you are going to leave.
 - b) Go to a safe place and call a close co-worker or your department director.
 - c) Have someone call the Executive Director or police.
 - 3. If someone is threatening you with a gun, knife, or other weapon
 - a) Stay calm.
 - b) Maintain eye contact.
 - c) Stall for time.
 - d) Keep talking--but follow instructions from the person who has the

- weapon.
 - e) Don't risk harm to yourself or others.
 - f) Never try to grab the weapon.
 - g) Watch for a possible chance to escape to a safe area. (Adapted from Federal Protective Service, U.S. General Services Administration guideline.)
- E. Steps to follow if the threat isn't immediate, such as the first time you notice a car following you or someone watching you.
1. Immediately consult the department director or Executive Director for help in assessing the level of danger, determining an appropriate intervention, and choosing appropriate safety measures.
 2. Document the incident.
 - a) Describe the sequence of statements and the context. Give details. Have threats been made in the past? Is the person known to have a weapon? Is there a history of animosity? This information is important in evaluating the level of risk.
 - b) If possible, call a co-worker to come to your location to help gather information, such as make and model of vehicle, license number, description of individual(s), etc.
 - c) Cite consultations, plan for action, and action taken.
 - d) Forward a copy to the Executive Director.
 3. Change your routine. Many conflicts can be minimized by changing predictable behaviors that assailants use to plan confrontations and attacks.

III. Summary

- A. This procedure describes emergency procedures for threats and violent behavior.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the Executive Director.

Emergency Procedures: Fire

I. Introduction

- A. Fire in the workplace requires immediate attention. Proper fire prevention minimizes the risk to GAP employees and property. Proper training and preparation will reduce the likelihood of injury or death.
- B. Prepare yourself in advance; know where to go and how to get there. Know exactly how many doors you have to pass along your evacuation before you reach the nearest exit door. This tip is very helpful if you encounter heavy smoke. When heavy smoke is present, the exit signs above the doors may be obscured by the smoke. If you know how many doors you have to pass, you can crawl or crouch low with your head thirty to thirty-six inches from the floor (watching the base of the wall) and count out the number of doors you pass. This way you will know when you reach the exit door, even if you can't see that it is the exit.
- C. Above all keep calm and use your head.

II. Description

- A. Employees should learn how to use a fire extinguisher and take the time to locate the extinguisher closest to their work area before a fire emergency occurs.
 1. Managers shall instruct their employees as to the location of fire extinguishers in the GAP offices and warehouse.
 2. Each GAP vehicle shall be equipped with a fire extinguisher.
- B. If You Discover a Fire:
 1. Manually activate the fire alarm system.
 2. Determine if it is safe for you to attempt to extinguish the fire (see fire extinguisher instructions below).
 3. Immediately exit the building, closing doors behind you.
 4. Call 911 to provide more details about the fire.
- C. Using a Fire Extinguisher:
 1. If you have been trained and it is safe to do so, you may fight small, contained fires with a fire extinguisher.
 2. Fire Extinguisher Instructions
 - a) P—Pull safety pin from handle.
 - b) A—Aim at base of fire.
 - c) S—Squeeze the trigger handle.
 - d) S—Sweep from side to side at base of fire.
- D. Once Alarm Is Activated:
 1. Walk to the nearest exit, closing doors between you and the fire.
 2. Assist people who have special needs.
 3. Notify your manager, the Executive Director, or fire personnel if you suspect someone is trapped inside the building.
 4. Gather at designated building assembly area.
 5. Do not attempt to reenter the building until instructed to do so by the Executive Director or fire department personnel.

E. If Trapped in a Room:

1. Wet and place cloth material around or under the door to prevent smoke from entering the room.
2. Close as many doors as possible between you and the fire.
3. Be prepared to signal to someone outside.

F. If Caught in Smoke:

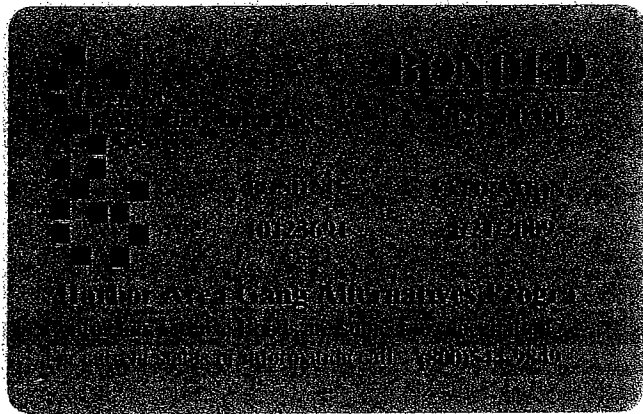
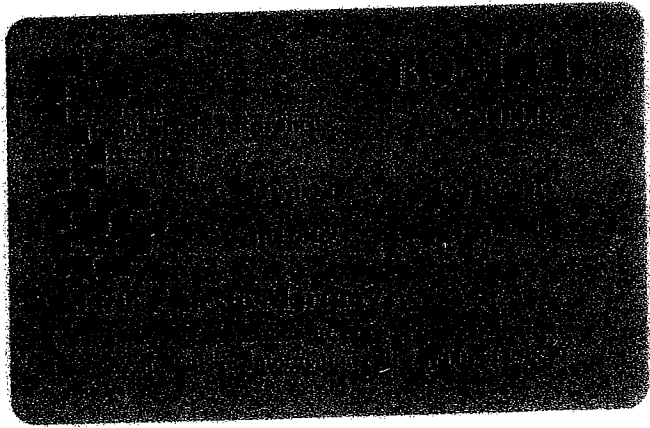
1. Drop to hands and knees and crawl toward exit.
2. Stay low, as smoke will rise to ceiling level.
3. Hold your breath as much as possible.
4. Breathe shallowly through nose, and use a filter such as a shirt or towel.

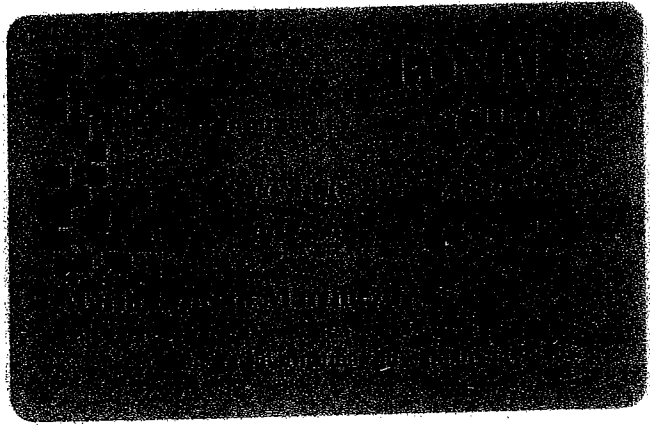
G. If Forced to Advance through Flames:

1. Hold your breath.
2. Move quickly.
3. Cover your head and hair.
4. Keep your head down and your eyes closed as much as possible.

III. Summary

- A. This procedure describes how to deal with fire.
- B. Proper adherence to this procedure is required, and the reading of additional SOPs is necessary to completely comply with this procedure.
- C. Questions concerning this SOP shall be directed to the Executive Director.





STATE OF CALIFORNIA

Contractors State License Board

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

HARBOR AREA GANG ALTERNATIVE PROGRAM

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

C33 - PAINTING AND DECORATING
D38 - SAND AND WATER BLASTING

Witness my hand and seal this day,

April 4, 2006

Issued May 21, 2004

Steph P. Sands
SIGNATURE OF LICENSEE

MAURICE W. SANDS
SIGNATURE OF LICENSE QUALIFIER

Steph P. Sands

Stephen P. Sands
Registrar of Contractors

838767

License Number

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

Record Keeping

GAP will provide the Public Works Department with work record reports no later than the 5th day of each month with a monthly invoice. The monthly report will indicate the number of crews used and the hours worked. It will also include timesheets reflecting hours worked on the contract. The report will reflect the locations of each request for removal and the square footage of each clean up and which procedure was used (paint, water blast, and sand blast). Jose Garcia is responsible for graffiti reporting and for keeping track of all court referrals and their hours worked.

GAP has filed and been granted the Living Wage Exemption. GAP requires all employees to “clock in and out” on the computers at their worksites using their passwords. Data regarding their hours worked, sick days, and vacation days then goes to Lee Harmon for payroll purposes. All full time employees are given medical benefits and paid holidays.

VERIFICATION OF PROPOSAL

DATE: <u>Nov. 7, 2007</u>		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: <u>Graffiti Removal at Various Flood Control Facilities</u>			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: <u>Gang Alternatives Program</u>			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). <input checked="" type="checkbox"/> yes			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: <u>Executive Director</u>			
PROPOSER INFORMATION			
6. Proposer's full legal name: <u>Gang Alternatives Program</u>		Telephone No.: <u>(310) 519-7233</u>	
Address: <u>309 W. Opp Street.</u>		Fax No.: <u>(310) 519-8730</u>	
e-mail: <u>douglsemark@gangstree.org</u>	County WebVen No.: <u>51714301</u>	IRS No.: <u>33-0322451</u>	Business License No.: <u>709311-90</u>
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration: <u>LA.</u>	State: <u>CA.</u>	Year(s) became DBA: <u>1986</u>	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input checked="" type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO: <u>Erene Mendoza</u>		
	Secretary: <u>Jane Tokubo</u>		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s): <u>Douglas Semark</u>	Title: <u>Ex. Dir.</u>	Phone: <u>(310) 519-7233</u>	Fax: <u>(310) 519-8730</u>
Street: <u>309 W. Opp St.</u>	City: <u>Wilmington</u>	State: <u>CA</u>	Zip: <u>90744</u>
Name(s): <u>Carol Chudy</u>	Title: <u>Org. Dev.</u>	Phone: <u>(310) 519-7233</u>	Fax: <u>(310) 519-8730</u>
Street: <u>309 W. Opp St.</u>	City: <u>Wilmington</u>	State: <u>CA</u>	Zip: <u>90744</u>
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, name of parent firm: _____			
State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s):			
Name(s): _____		Year of name change: _____	
Name(s): _____		Year of name change: _____	
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:			
<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;			
<input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: <u>X Douglas L. Semark</u>			Date: <u>Nov. 7, 07</u>
Type name and title: <u>Douglas L. Semark, Executive Director</u>			

SCHEDULE OF PRICES

FOR

GRAFFITI REMOVAL AT SOUTH AREA FLOOD CONTROL FACILITIES
(2007-PA0049)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, overtime, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
GRAFFITI REMOVAL AT SOUTH AREA FLOOD CONTROL FACILITIES	\$25,000	\$300,000

LEGAL NAME OF PROPOSER Gang Alternatives Program		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL <i>Abdul J. Suf</i>		
TITLE OF AUTHORIZED PERSON Executive Director		
DATE Nov. 7, 2007	STATE CONTRACTOR'S LICENSE NUMBER 838767	LICENSE TYPE C-33
PROPOSER'S ADDRESS: 309 W. Opp Street Wilmington, CA. 90744		
PHONE (310) 519-7233	FACSIMILE (310) 519-8730	E-MAIL doagsemark@gangfree.org

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

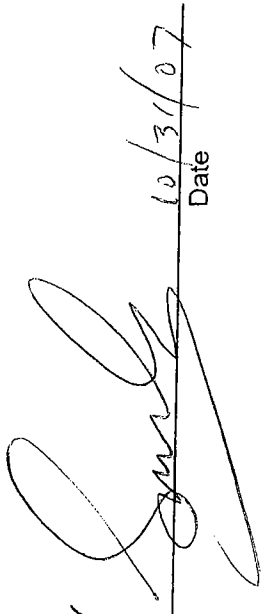
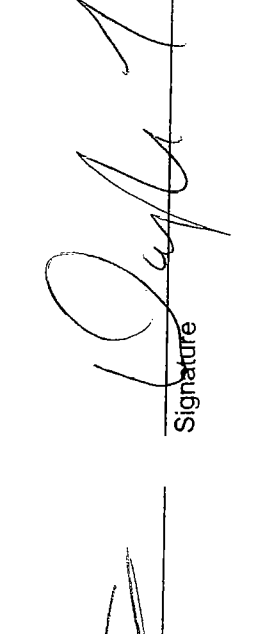
PROPOSED CONTRACT FOR: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)
 SERVICE BY PROPOSER: Bang Alternatives Program
 PROPOSAL DATE: Oct 31, 2007

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	4	4	7	9	8	32	32
2. Total dollar amount of Contracts (in thousands of dollars).	800K	700K	1.6	1.9	1.9	5.9	5.9
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	1	1	1
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	10	10	10

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


 Name of Proposer or Authorized Agent (print) DOUGLAS L. SEMARK

 Signature Douglas L Semark
 Date 10/31/07

CONFLICT OF INTEREST CERTIFICATION

I, Douglas L. Semark

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) Executive Director

of Gang Alternatives Program
Name of proposer

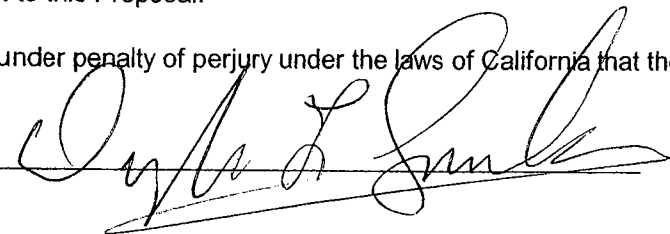
make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed  Date 10/31/17

David

FORM PW-6

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: <u>GRAFFITI Removal</u>	SERVICE DATES:
DEPT/DISTRICT: <u>LA County Public Works</u>	
CONTACT: <u>Kerry Vossburg</u>	
TELEPHONE: <u>(626) 458-4069</u>	
FAX:	
E-MAIL: <u>KVossburg@lacoed.net</u>	

SERVICE: <u>Education</u>	SERVICE DATES: <u>1/1/03 to 6/30/05</u>
DEPT/DISTRICT: <u>LA County Office of Education</u>	
CONTACT: <u>Gus Frias</u>	
TELEPHONE: <u>(562) 922-6391</u>	
FAX: <u>(562) 922-6781</u>	
E-MAIL:	

SERVICE: <u>Education</u>	SERVICE DATES: <u>1/1/02 to 6/30/07</u>
DEPT/DISTRICT: <u>Board of Supervisors</u>	
CONTACT: <u>Martin Garcia</u>	
TELEPHONE: <u>(213) 974-1563</u>	
FAX: <u>(213) 680-0558</u>	
E-MAIL:	

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES:

SERVICE: <u>GRAFFITI Removal</u>	SERVICE DATES: <u>1/1/02 to 6/30/07</u>
AGENCY/FIRM: <u>City of Los Angeles Public Works</u>	
ADDRESS: <u>200 N. Spring St #376</u>	
CONTACT: <u>Thomas Corales</u>	
TELEPHONE: <u>(213) 978-0230</u>	
FAX: <u>(213) 978-0241</u>	
E-MAIL:	

SERVICE: <u>After School Program</u>	SERVICE DATES: <u>9/1/05 to 6/30/07</u>
AGENCY/FIRM: <u>Los Angeles Unified School District</u>	
ADDRESS: <u>333 S. Beavery Ave.</u>	
CONTACT: <u>Wendy Cowen</u>	
TELEPHONE: <u>(213) 241-3330</u>	
FAX: <u>(213) 241-3319</u>	
E-MAIL: <u>wendy.cowen@lausd.net</u>	

SERVICE: <u>Education</u>	SERVICE DATES: <u>1/1/02 to 6/30/07</u>
AGENCY/FIRM: <u>City of Carson</u>	
ADDRESS: <u>1 Civic Plaza Dr Carson</u>	
CONTACT: <u>Keith Bennett</u>	
TELEPHONE: <u>(310) 233-4862</u>	
FAX: <u>(310) 233-4801</u>	
E-MAIL:	

SERVICE: <u>Education</u>	SERVICE DATES: <u>1/1/02 to 6/30/07</u>
AGENCY/FIRM: <u>Los Angeles Community Development Dept.</u>	
ADDRESS: <u>1200 W. 7th St. 4th Floor</u>	
CONTACT: <u>George Smallwood</u>	
TELEPHONE: <u>(213) 744-7113</u>	
FAX: <u>(213) 744-7118</u>	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	<i>Gang Alternatives Program</i>
Address	<i>309 W. Opp Street</i>
Internal Revenue Service Employer Identification Number	<i>33-0322451</i>

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	<i>Gang Alternatives Program</i>	
Authorized representative	<i>Douglas L. Semark</i>	
Signature	<i>Douglas L. Semark</i>	Date <i>10/31/07</i>

**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Gang Alternatives Program
 My County (WebVen) Vendor Number: 51714301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. (Attach copy of Local SBE certification.)
 I AM As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Partnership Corporation Nonprofit Franchise
 Other (Please Specify):
 Total Number of Employees (including owners): 64
 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2	1	5	16
Hispanic/Latino			4	1	16	15
Asian or Pacific Islander						
American Indian						
Filipino					1	
White			1	1	1	

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: [Signature] Title: Executive Director Date: Nov. 7, 07

GAIN/GROW EMPLOYMENT COMMITMENT

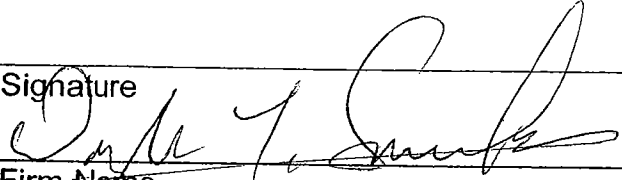
The undersigned:

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

OR

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

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

Signature 	Title Executive Director
Firm Name Gang Alternatives Program	Date Oct. 31, 2007

CHARITABLE CONTRIBUTIONS CERTIFICATION

Gang Alternatives Program
 Company Name

309 W. Opp Street, Wilmington, CA. 90744
 Address

33-0322451
 Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

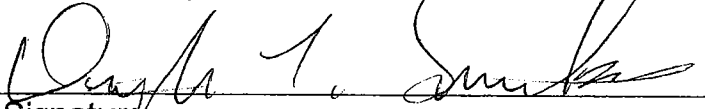
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION YES NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (X) ()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-307 and Government Code sections 12585-12586. () ()


 Signature

10/31/07
 Date

DOUGLAS L. SEMARK, EXECUTIVE DIRECTOR
 Name and Title (please type or print)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <i>Harbor Area Gang Alternatives Program</i>			
Company Address: <i>309 W. Opp Street</i>			
City: <i>Wilmington</i>		State: <i>CA</i>	Zip Code: <i>90744</i>
Telephone Number: <i>(310) 632-5121</i>	Facsimile Number: <i>(310) 638-0967</i>	Email Address: <i>cgchudy@yahoo.com</i>	
Awarding Department: <i>Department of Public Works</i>		Contract Term:	
Type of Service: <i>Graffiti Removal</i>			
Contract Dollar Amount: <i>\$ 320,000</i>		Contract Number (if any): <i>2007-PA0049</i>	

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

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

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

PRINT NAME: <i>Carol Chudy</i>	TITLE: <i>Organizational Developer</i>
SIGNATURE: <i>Carol Chudy</i>	DATE: <i>10/22/07</i>

Additional Information

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

- Either the contractor or the employees= collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.
- Health Plan Company Name(s): _____
- Company Insurance Group Number(s): _____
- Health Premium Amount Paid by Employer: _____
- Health Premium Amount Paid by Employee: _____
- Health Benefit(s) Payment Schedule:
- Monthly Quarterly Bi-Annual
- Annually Other (Specify): _____

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

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

Monthly

Quarterly

Bi-Annual

Annually

Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

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

SIGNATURE:

N/A - EXEMPT

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

LIVING WAGE ORDINANCE:

[X] I have read the County=s Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

[X] I have read the provisions of the RFP describing the County=s Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

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

- [X] The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; OR
[] The Firm HAS been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

- [X] There HAS BEEN NO determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
[] There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- [X] The Firm HAS NOT been debarred by any public entity during the past ten years; OR
[] The Firm HAS been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

[Signature]
Owner=s/Agent=s Authorized Signature

Douglas L. Zemark, Executive Director
Print Name and Title

Gang Alternatives Program
Print Name of Firm

Nov. 7, 2007
Date

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

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

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

Print Name of Firm: <i>N/A - EXEMPT</i>	Print Name of Owner:
Print Address of Firm:	Owner=s/AGENT=s Authorized Signature:
City, State, Zip Code	Print Name and Title:

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

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: <u>N/A - EXEMPT</u></p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>
---	---

	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	2 - 3%	4 - 6%
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	0 - 1%	1 - 2%
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	0	N/A

Assessment Criteria

* A Labor Law/Payroll Violation includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- A Accuracy in self-reporting by proposer
- A Health and/or safety impact
- A Number of occurrences
- A Identified patterns in occurrences
- A Dollar amount of lost/delayed wages
- A Assessment of any fines and/or penalties by public entities
- A Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

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

Proposer: Gang Alternatives Program

Name of Proposer's Health Plan: Kaiser Permanente Date: Oct 31, 2007

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y N <input type="radio"/> Y N <input type="radio"/> Y N <input type="radio"/> Y N	\$ 3,982 \$ \$ \$	Employee Pays 100%
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	<input checked="" type="radio"/> Y N <input type="radio"/> Y N <input type="radio"/> Y N <input type="radio"/> Y N	\$ 3,982 \$ \$ \$	Employee Pays 100%
Any Annual Deductible? Per Person Per Family	<input checked="" type="radio"/> Y N <input type="radio"/> Y N	\$ 1,500 \$	Employee Pays 100%
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y <input checked="" type="radio"/> N Y N	\$ 0 \$	"
Any Lifetime Maximum? Per Person Per Family	Y <input checked="" type="radio"/> N Y N	\$ 0 \$	"
Ambulance coverage	<input checked="" type="radio"/> Y N	\$	"
Doctor's Office Visits	<input checked="" type="radio"/> Y N	\$	"
Emergency Care	<input checked="" type="radio"/> Y N	\$	"
Home Health Care	<input checked="" type="radio"/> Y N	\$	"
Hospice Care	<input checked="" type="radio"/> Y N	\$	"
Hospital Care	<input checked="" type="radio"/> Y N	\$	"
Immunizations	<input checked="" type="radio"/> Y N	\$	"
Maternity	<input checked="" type="radio"/> Y N	\$	"
Mental Health	<input checked="" type="radio"/> Y N	\$	"
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y N	\$	"

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y (N)	\$	100% covered
Physical Therapy	(Y) N	\$	"
Prescription Drugs	(Y) N	\$	"
Routine Eye Examinations	(Y) N	\$	"
Skilled Nursing Facility	(Y) N	\$	"
Surgery	(Y) N	\$	"
X-Ray and Laboratory	(Y) N	\$	"

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after ⁹⁰~~90~~ days of employment.
- Is defined as an employee who is employed more than ³⁰~~30~~ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 8 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 8 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 10 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 10 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 9 DAYS.

PROPOSER: *Gang Alternatives Program*

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
<i>1 Manager</i>		8	8	8	8	8	8	40	2080	13.00	\$ 27,040
<i>1 Crew Supervisor</i>		8	8	8	8	8	8	40	2080	11.50	\$ 23,920
<i>1 Crew Supervisor</i>		8	8	8	8	8	8	40	2080	11.50	\$ 23,920
<i>1 Crew Supervisor</i>		8	8	8	8	8	8	40	2080	11.50	\$ 23,920
<i>1 Crew Supervisor</i>		8	8	8	8	8	8	40	2080	11.50	\$ 23,920
<i>1 Crew Supervisor</i>		8	8	8	8	8	8	40	2080	11.50	\$ 23,920
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											
<i>Equipment - 5 Trucks + sprayers</i>											
Total Annual Salaries \$ 146,640											
(1) Vacations, Sick Leave, Holiday											
(2) Health Insurance **											
(3) Payroll Taxes & Workers' Compensation											
(4) Welfare and Pension											
Total Annual Employee Benefits (1+2+3+4)											
\$ 57,190											
(5) Equipment Costs											
\$ 44,752											
(6) Service and Supply Costs											
\$ 26,000											
(7) General and Administrative Costs											
\$ 25,116											
(8) Profit											
\$ 0											
Total Annual Other Costs (5+6+7+8)											
\$ 96,168											
TOTAL ANNUAL PRICE											
\$ 299,998 300,000											

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>computerized Proposer has an electronic time keeping system linked to a server at located at the Corporate Office</p> <p>Employees report to a centralized warehouse where vehicles and paint are stored.</p> <p>Employees are considered to begin their shift upon arriving at the warehouse.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>Computerized Timekeeping System</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 - Data files are maintained at the Main Office and bi-weekly timesheet reports are generated and signed by the employee</p> <p>3.2. Same as 3.1</p> <p>3.3 The records are maintained continually and instantaneous</p> <p>3.4 The Administration Department under the direction of David Tynes, Director of Operations creates all payroll related records.</p> <p>3.5 The bookkeeper will review the records for accuracy and then the employees immediate supervisor will check to ensure fraud on the part of the employee has not occurred.</p> <p>3.6 After the employee and his/her supervisor signs the documents, they are filed in the employees personnel file.</p> <p>3.7 A separate report is printed from the data and used as a Source Document.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>None</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 Supervisor observes the employees when taking mandated and meal breaks.</p> <p>5.2 No</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</p>	<p>6.1. Payroll is prepared by using Data collected from the computerized time keeping system and sent to an outside payroll service for check generation and reporting to the Tax Authorities. All checks are reviewed by the Bookkeeper for accuracy before distribution.</p> <p>6.2. Employees are paid either by a check generated from the Payroll Service or by Direct Deposit. The employee always has the choice as to which manner they prefer to be paid.</p> <p>6.3. Employees are paid in a single check.</p> <p>6.4. Hour computation, Taxes withheld, and Deductions are listed on the payroll stub or Direct Deposit Stub. The check itself has only normal check information such as Company Name, Employee Name, and net amount of check.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>Proposer Doesn't use a manual payroll system</p> <p>7.2. All All employees working with this contract will have one rate regardless of their allocation to this contract</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Employees record their time on a ^{the} Computerized Time Keeping System. The Administration office staff gather the data and prepare reports to show the number of hours worked. The bookkeeper will send the hours to the payroll service and they generate the pay checks. The paychecks are reviewed by the Director of Operations or the bookkeeper for accuracy before being distributed to the employees.</p> <p>8.2 All employees working with this contract will have one rate regardless of their allocation to this contract.</p> <p>8.3 Hours are calculated by the software system however pay amounts are calculated by the payroll service's computerized system</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Employees Travel in Company supplied vehicles while on Their regular shift. and are paid at the regular pay rate.</p> <p>9.2 All employees have single rate.</p> <p>9.3 a. All employees have a single rate. In this scenario the employee will be paid for 8 hours at a the regular pay rate.</p> <p>b. same as @</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 All time in excess of 8 hours in a day and in excess of 40 hours in any week (Saturday through Friday) are paid at one and one half times the regular pay rate.</p> <p>10.2 All employees have a single pay rate.</p>

DATED Nov. 7, 2007

PROPOSER'S SIGNATURE: [Signature]

HARBOR AREA GANG ALTERNATIVES PROG.
 PAYROLL ACCOUNT
 309 W. OPP STREET
 WILMINGTON, CA 90744

CITIBANK
 SAN PEDRO OFFICE
 SAN PEDRO, CA 90731
 , CA

Check No: DirDep

90-7177/3222

10/18/2007

*** \$0.00

*** VOID ***

LEE R HARMON
 12654 MOLETTE STREET
 NORWALK, CA 90650

Check Number	Check Date	Period Start	Period Ending	Net
DirDep	10/18/2007	09/29/2007	10/12/2007	0.00

Employee ID	0068	Company ID #:	000003
Employee Name	LEE R HARMON	Employer	HARBOR AREA GANG ALTERNATIVES PROG. PAYROLL ACCOUNT
Address	12654 MOLETTE STREET	Address	309 W. OPP STREET
City, State, Zip	NORWALK, CA 90650	City, State, Zip	WILMINGTON, CA 90744
Phone		Phone	(310) 519-7233
Soc. Sec. No.	XXX-XX-0191	Job Title	
Comments:		US S-0 CA S-0	

Earnings

Taxes

Deductions

Dept.	Description	Hours	Rate	Current	Year To Date	Description	Current	Year To Date	Description	Balance	Current	Year To Date
	Regular Hourly Wages	79.75	17.09	1,362.93	25,432.72	CA SDI	8.25	160.59	403B		48.15	936.80
	Overtime Hourly Wages	0.5	25.64	12.82	532.99	CA WITHHOLDING	S-0 38.11	652.59	DIRECT		1,002.68	19,718.90
	Bonus/Commission				800.00	US Medicare/Hi	19.95	388.10				
						US Soc.Sec./OASDI	85.29	1,659.47				
						US WITHHOLDING	S-0 173.32	3,249.26				

Reg Hrs	OT Hrs	DT Hrs	Union Hrs	Current	Year To Date		Current	Year To Date		Balance	Current	Year To Date
79.75	0.5	0	0	1,375.75	26,765.71	TOTAL	324.92	6,110.01	TOTAL	0.00	1,050.83	20,655.70

Worker Timecard Report
 Gang Alternatives Program
 309 W Opp St Wilmington, CA 90744
 10/13/07 - 10/26/07

Carlos Guerra

Day	Date	Start	Stop	Task	Regular	Overtime		Total Hrs.
						Daily	Weekly	
Mon	10/15	6:00 AM	2:32 PM	In	8.00			8.00 DM
Tue	10/16	6:37 AM	3:01 PM	In	8.00			8.00 D
Wed	10/17	6:30 AM	3:00 PM	In	8.00			8.00 DM
Thu	10/18	6:32 AM	3:39 PM	In	8.00	0.75		8.75 D
Fri	10/19	6:35 AM	7:24 AM	In	1.00			1.00
Fri	10/19			Sick Leave	7.00			7.00
Week Ending 10/19/07					40.00	0.75		40.75
Mon	10/22	6:34 AM	3:04 PM	In	8.00			8.00 D
Tue	10/23	6:36 AM	3:03 PM	In	8.00			8.00 D
Wed	10/24	6:36 AM	2:59 PM	In	8.00			8.00 D
Thu	10/25	6:36 AM	2:59 PM	In	8.00			8.00 D
Fri	10/26	6:36 AM	3:04 PM	In	8.00			8.00 D
Week Ending 10/26/07					40.00			40.00
Total Hours					80.00	0.75		80.75

I certify that these hours are a true and accurate record of all time worked during the pay period.

 Carlos Guerra

 Date

Worker Timecard Summary
 Gang Alternatives Program
 309 W Opp St Wilmington, CA 90744
 10/13/07 - 10/26/07

		<u>Regular</u>	<u>Overtime</u>	<u>Total Hrs.</u>
			<u>Daily</u>	<u>Weekly</u>
Ron Barrow				
Task Summary	In	80.00	1.00	81.00
Leave Summary	None	0		0
Total Hours		<u>80.00</u>	<u>1.00</u>	<u>81.00</u>
Antoinette Broussard				
Task Summary	In	62.00		62.00
Leave Summary	None	0		0
Total Hours		<u>62.00</u>		<u>62.00</u>
David Cifuentes				
Task Summary	In	80.00		80.00
Leave Summary	None	0		0
Total Hours		<u>80.00</u>		<u>80.00</u>
Dimmery Davis				
Task Summary	In	79.75		79.75
Leave Summary	None	0		0
Total Hours		<u>79.75</u>		<u>79.75</u>
Jose Delgado				
Task Summary	In	80.00	1.25	81.25
Leave Summary	None	0		0
Total Hours		<u>80.00</u>	<u>1.25</u>	<u>81.25</u>
Luis Galindo				
Task Summary	In	72.00	1.00	73.00

Leave Summary	Sick Leave	8.00		8.00
Total Hours		80.00	1.00	81.00
Jose Garcia				
Task Summary	In	80.00		80.00
Leave Summary	None	0		0
Total Hours		80.00		80.00
Carlos Guerra				
Task Summary	In	73.00	0.75	73.75
Leave Summary	Sick Leave	7.00		7.00
Total Hours		80.00	0.75	80.75
Osmaro Guillen				
Task Summary	In	80.00		80.00
Leave Summary	None	0		0
Total Hours		80.00		80.00
Saul Guillen				
Task Summary	In	79.00		79.00
Leave Summary	None	0		0
Total Hours		79.00		79.00
Lee Harmon				
Task Summary	In	63.50		63.50
Leave Summary	Sick Leave	8.00		8.00
Total Hours		71.50		71.50
Arturo Magana				
Task Summary	In	51.50		51.50
Leave Summary	None	0		0
Total Hours		51.50		51.50

Douglas Maye

Task Summary	In	79.75	0.50	80.25
Leave Summary	None	0		0
Total Hours		<u>79.75</u>	<u>0.50</u>	<u>80.25</u>

Ruben Ponce

Task Summary	In	72.00	0.25	72.25
Leave Summary	Sick Leave	8.00		8.00
Total Hours		<u>80.00</u>	<u>0.25</u>	<u>80.25</u>

Angel Rodriguez

Task Summary	In	80.00	0.75	80.75
Leave Summary	None	0		0
Total Hours		<u>80.00</u>	<u>0.75</u>	<u>80.75</u>

Veronica Roybal

Task Summary	In	64.00	1.00	65.00
Leave Summary	Sick Leave	16.00		16.00
Total Hours		<u>80.00</u>	<u>1.00</u>	<u>81.00</u>

Isidro Ruan

Task Summary	In	80.00	2.75	82.75
Leave Summary	None	0		0
Total Hours		<u>80.00</u>	<u>2.75</u>	<u>82.75</u>

Brian Sanders

Task Summary	In	71.75	0.50	72.25
Leave Summary	Sick Leave	8.00		8.00
Total Hours		<u>79.75</u>	<u>0.50</u>	<u>80.25</u>

Mariano Santana

Task Summary	In	80.00		80.00
Leave Summary	None	0		0
Total Hours		80.00		80.00

Adriana Sayavedra

Task Summary	In	41.50		41.50
Leave Summary	Sick Leave	5.00		5.00
Total Hours		46.50		46.50

Willie Streeter

Task Summary	In	72.00		72.00
Leave Summary	Personal	8.00		8.00
Total Hours		80.00		80.00

Miguel Vargas

Task Summary	In	72.00	0.75	72.75
Leave Summary	Sick Leave	8.00		8.00
Total Hours		80.00	0.75	80.75

Ramon Vega

Task Summary	In	80.00	1.75	81.75
Leave Summary	None	0		0
Total Hours		80.00	1.75	81.75

Maribel Velasquez

Task Summary	In	48.00		48.00
Leave Summary	None	0		0
Total Hours		48.00		48.00

Kyawanna Washington

Task Summary	In	40.00		40.00
Leave Summary	None	0		0

Total Hours

40.00

40.00

Total Hours Worked

1837.75

12.25

1850.00



Print - Close Window

Subject: LIVING WAGE EXEMPTION

Date: Mon, 29 Oct 2007 14:24:16 -0700

From: "Sandoval, Benjamin" <BSANDOVAL@dpw.lacounty.gov>

To: cgchudy@yahoo.com

CC: "Kim, Soo" <SKIM@dpw.lacounty.gov>, "Gonzalez, Minerva" <MINGONZA@dpw.lacounty.gov>

Good afternoon Carol,

This serves as your verification that Harbor Area Gang Alternatives Program has been verified to be a nonprofit organization and is therefore exempt from the Living Wage Program for the Request for Proposals for Graffiti Removal at Various Flood Control Facilities (PA-0049).

Let me know if you have any questions. Thank you.

Benjamin Sandoval
Contract Analyst
Administrative Services Division
County of Los Angeles - Department of Public Works
Ph: (626) 458-7334
Fx: (626) 458-4194
bsandoval@dpw.lacounty.gov



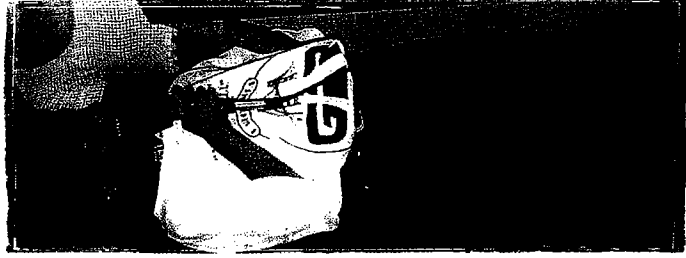
GAP education School Curriculum

The Harbor Area Gang Alternatives Program (GAP) is a nonprofit organization with a vision to prevent young people from joining gangs. The GAP mission is to eliminate the base of gang membership by having a generation of young people say "No" to gangs.

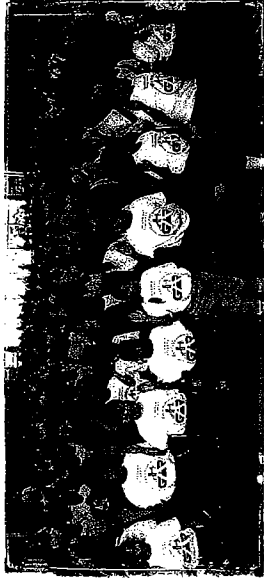
GAP serves more than four thousand students each year and, through its combined services, impacts more than a thousand households each week.

GAP's goals are to:

- ✓ Develop and provide gang awareness and gang prevention education to all elementary-school age children.
- ✓ Develop and offer a parent education component to support children in resisting the temptations of gang membership.
- ✓ Create an outreach program for at-risk youth, offering referral and counselling services.
- ✓ Maintain a graffiti removal and community clean up service for areas around schools, parks, businesses and residences.



Based on the Paramount model, the twelve-week curriculum for 4th graders presents both the realities of gang involvement and the alternatives that young people have available to them. The lessons begin with discussing the history of gangs, gang dress, graffiti, and gang behaviors. Other lessons examine the consequences of gang involvement, and its effect on their families and their futures. Students are introduced to positive alternatives and techniques for achievement, and are encouraged to set goals and make positive lifestyle choices.



Completion of the curriculum is marked by a culmination ceremony. Students receive certificates and shirts recognizing both their achievement and their commitment to stay out of gangs. This is when they take the anti-gang pledge: "Never have, never will."

Outreach

GAP offers counselling referrals to other agencies for students who are unsuccessful in the curriculum's exit testing. GAP also provides mentoring and tutoring services.

Parental Involvement family

Parent participation is critical. GAP offers a four-unit program, covering the basic elements necessary to introduce, orient, educate, and motivate parents. Also critical to success is building strong foundations of support for parents with groups traditionally active in the school community. GAP provides orientations to these community groups as well.



Grffiti Abatement

An unsightly blight, graffiti is how gangs and taggers claim turf and threaten each other. Its presence often leads to violent results. One way to defuse its power is to remove it quickly. GAP coordinates a graffiti abatement service. Thousands of requests are completed each year in the covered communities of San Pedro, Wilmington, Harbor City, and Harbor Gateway, always free of charge.



Funding

GAP counts on funds from the City and County of Los Angeles, philanthropic grants, and private donations.

community

Saying NO to

gang membership | gang colors

| gang code words

gang graffiti | gang crimes

| gang intimidation

gang wars | gang killings

Means...

Saying YES to

more personal freedom

positive lifestyle choices

healthy habits | education

skills | career | family

community | opportunity

commitment | happiness

Does the GAP Program Work?

Judge for yourself . . .

- ✓ Before taking the GAP curriculum, 50% of 4th graders said they disapproved of gangs. After participating in GAP training the disapproval rate jumped to 95%.
- ✓ Gang related crimes decreased from a rate of over 800 annually in 1986 to under 250 in 1999.

For more information:

Harbor Area Gang Alternatives Program
309 W. Opp Street | Wilmington, CA 90744

Phone: (310) 519-7233

Fax: (310) 519-8730

Graffiti Hotline:

(310) 547-9441

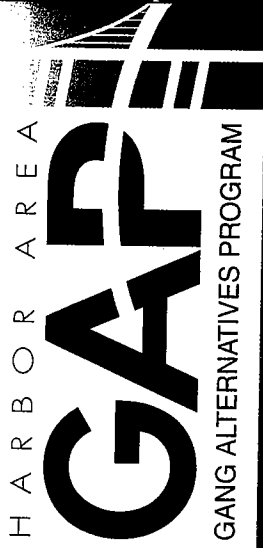
GAP is a 501(c)(3) nonprofit corporation. Gifts, contributions, and donations are tax deductible under IRS rules.

To learn more about ways that you or your company can support GAP, contact:

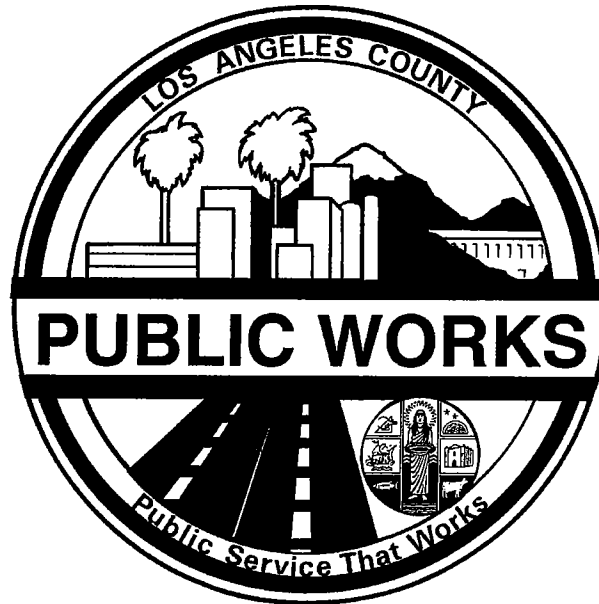
GAP Executive Director

309 W. Opp Street | Wilmington, CA 90744

(310) 519-7233



Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

WOODS MAINTENANCE SERVICE, INC., d.b.a. GRAFFITI
CONTROL SYSTEMS, INC.

FOR

GRAFFITI REMOVAL AT WEST AREA FLOOD CONTROL
FACILITIES

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AGREEMENT FOR
GRAFFITI REMOVAL AT WEST AREA FLOOD CONTROL FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICE, INC., d.b.a. GRAFFITI CONTROL SYSTEMS, INC., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 31, 2007, hereby agrees to provide services as described in the attached specifications for Graffiti Removal at West Area Flood Control Facilities, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.4, West Area Maps; Exhibit F.3, West Area Flood Control Facilities Locations; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals as it relates to the West Area; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$189,600 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on January 1, 2008. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

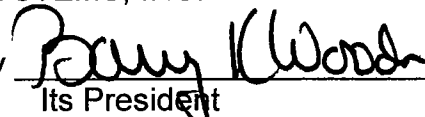
By _____
Deputy

APPROVED AS TO FORM:

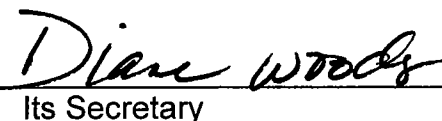
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

WOODS MAINTENANCE SERVICE,
INC., d.b.a. GRAFFITI CONTROL
SYSTEMS, INC.

By  _____
Its President

BARRY K WOODS
Type or Print Name

By  _____
Its Secretary

DIANE WOODS
Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

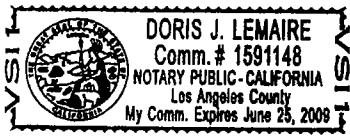
On NOVEMBER 15, 2007 before me, DORIS J. LEMAIRE, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, BARRY K WOODS AND DIANE W WOODS

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

WITNESS my hand and official seal.

Doris J. Lemaire (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

SCOPE OF WORK

GRAFFITI REMOVAL AT WEST AREA FLOOD CONTROL FACILITIES

A. Public Works Contract Manager

Public Works Contract Manager (a.k.a., Graffiti Abatement Program Manager) Ms. Ari Telias of Operational Services Division, may be contacted at (626) 458-4062, e-mail address: atelias@dpw.lacounty.gov, Monday through Friday, 7:15 a.m. to 6 p.m. The Contract Manager or designee is the only person authorized by Public Works to request work of the Contractor. If Public Works changes the Contract Manager or designee, the Contractor will be notified in writing.

B. Background

The work to be performed under this Contract consists of removing graffiti and paint-out projects from various flood control channels in the District's Maintenance Area. Public Works Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

C. Work Description - General Statement

The Contractor will respond to requests for graffiti removal via the Graffiti Abatement Referral System. Under this Contract, the Contractor shall patrol the entire length of each flood control channel on a routine schedule as indicated in Contractor's work plan and approved by the Contract Manager, as shown in Exhibit E.4, Area map, and obliterate all graffiti discovered within 72 hours. The Contractor shall also do paint-out projects as requested by the Graffiti Abatement Program Manager or designee. The Contractor shall have a Field Supervisor available to respond to the County Inspectors from 7:30 a.m. to 2:30 p.m., Monday through Friday. The Contractor shall also be available Monday through Friday to report and confer with Public Works with respect to this graffiti removal service.

The Contractor shall provide a minimum number of crews as follows:

- West Flood Control facilities - a minimum of 2.5 crews; and

The Contractor shall provide telephone answering service and fax, within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works

inspectors and/or the Graffiti Hotline Operator. The work shall be performed in accordance with these Specifications and Exhibit E.4, Area Map.

The Contractor's on-site supervisor shall have a thorough knowledge of the needs of Public Works Zero-Tolerance Graffiti Program for the Flood Control District's facilities and these Specifications, terms, conditions, and requirements.

The Contractor shall log all graffiti removals and graffiti removal requests, and provide a report on paper and an electronic version (Excel) for reporting purposes.

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

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary found in Subsection CC, Performance Requirements and Liquidated Damages, the higher service level in the judgment of Public Works shall prevail.

D. Facility Locations and Limits

Facility Locations and Limits are indicated in Exhibit F.3. As a reference, the locations of the flood control channels as listed in Exhibit F.3, include the page number and grid coordinates from a 2006 Thomas Guide.

E. Graffiti Removal Services

The Contractor shall conduct the graffiti removal services as follows:

1. Maintain a zero-tolerance policy for the District's facilities as indicated in Exhibit F.3, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Graffiti Abatement Program Manager. In addition, the Contractor shall:
 - a. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours (five days per weeks).
 - b. Respond to Graffiti Abatement Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours (five days per week, Monday through Friday, excluding Holidays).

- c. Remove graffiti within 72 hours upon notification, Monday through Friday excluding weekends and holidays.
2. The Contractor shall use Concrete Grey paint in all flood control channels. Substitute colors will not be accepted. Concrete Grey is the only paint allowed to paint out the channel areas. In cases where fencing abuts to the channel area, walls shall be color-matched to the satisfaction of the County or the Contractor may elect to paint out the entire wall with Concrete Grey.
3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. These reports shall be submitted in hard copy paper format and in an electronic format (Excel). The monthly report shall indicate the number and source of crews utilized and hours worked, including copies of timesheet indicating hours worked on this Contract. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Contract Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System and faxes. These reports will then be routed to the Contract Manager who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles Department of Public Works
Operational Services Division
Attention Ms. Ari Telias
Graffiti Abatement Section
900 South Fremont Avenue
Alhambra, CA 91803-1331
4. Perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, paved access ways, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing chemical solvents.

6. The method of removal shall consist of covering the graffiti or paint-out with water-based and/or recycled paint (graffiti paint) and it must be Concrete Gray (color sample will be provided upon request). In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the District. In areas of the flood control channel where Concrete Gray paint does not match the color of the channel, Contractor shall match the color of the paint to the channel.

The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage on surfaces below.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Graffiti found on all signage will be removed promptly by the Contractor with County approved chemical solvents. Graffiti on the backs of signs shall be removed with solvents or be painted over and color-matched to the satisfaction of the County at the Contractor's discretion. Contractor shall take every precaution to avoid damaging wording on signs. In the event signage is damaged, Contractor shall notify the Contract Manager immediately.
10. Typical graffiti removal sites include, but are not limited to, metal flap gates, channel walls and bottoms, ramps, pedestrian bridges over the channels, river beds, concrete bike paths, asphalt bike paths, wooden fences, wrought iron gates, gage block houses, side drain outlet structures, asphalt concrete embankments, berms, slopes, fences and posts, gates, curbs, retaining walls, stream gaging recording buildings, bridge abutments and decks, outside pump plant buildings, pump plants, and paved access ways. Bridge abutments, pillars, columns, and walls supporting bridges inside the channels in river bed must be cleared to a minimum height of 12 feet above the adjacent surface. The Contractor shall be responsible for painting the inside and the outside of the pedestrian bridges. The contractor shall add sand to recycled paint that is

used on the floor of the pedestrian bridges to avoid slipping.

11. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly. Field personnel shall wear safety vest when working in the channels as well as protective ear and eye wear and gloves when applicable to prevent any accidents. Additionally, Contractor shall stay informed of new technology of graffiti removal.
12. Not allow any debris from its operations under this Contract, especially from any water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit. Should Contractor violate this requirement liquidated damages will be imposed.
13. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
14. Update computer applications as necessary if during the term of the Contract Public Works decides to change or update any aspect of the reporting system, including, but not limited to, software and computer applications.
15. The Contractor's attention is directed to the fact that running water may be encountered in the channels and rivers following storms. In addition, water may be released to the channels from various reservoirs during nonstorm periods. The Contractor shall not attempt to enter the channel bottoms when rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether or not the channels can be entered safely. However, Public Works will notify the Contractor of scheduled water releases. The closure of beaches due to sewer contamination or any other incident does not constitute closure of the channels. Unless agreed by Public Works for safety reasons or if channel are entirely closed to the public then Contractor may stop service and must notify the Graffiti Abatement Program Manager immediately. Regular monthly payment will be made regardless of work canceled due to rain or high flows in the channels. A phone number where the Contractor can be reached 24 hours a day, seven days a week, shall be provided such that Public Works can notify the Contractor of unscheduled releases or imminent flooding. Contractor may contact Sterling Klippel from the Watershed Management Division who will notify of any water release or if a channel will be closed. Mr. Klippel can be reached at (626) 458-6351.
16. The Contractor is advised that due to construction or maintenance activities within the channels and or facilities, the Contractor may be

directed to temporarily or permanently avoid a portion of a particular channel or facility. The Contractor is not authorized to stop service in any channel or facility on his own just because it was assumed Contractor should not be there, Contract manager shall be contacted immediately for approval on any change in the graffiti removal activities. Public Works reserves the right to withdraw any or all facilities from this Contract at any time.

17. The Contractor will be issued a key for the purpose of accessing the facilities. The Contractor shall lock all gates following entry and/or exit. The Contractor will inform the Contract Manager of any gates that are missing a lock. The Contractor is advised that bikeways and equestrian trails exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.

F. Murals

Public Works is committed to the preservation of registered murals. Artists, community groups, and art organizations create new murals annually. Anyone or any group wishing to paint murals must obtain approval and permission from the County, whether a private individual or public agency. Painting murals on public or private property without permission of the owner is illegal and punishable. Public Works will obtain permission from both the artist and the property owner. When the artist is not available, the decision of the legal owner of the property will prevail.

Artists and private property owners should establish an agreement regarding the location of the murals, materials, content, lifespan, repairs, and routine maintenance of any particular work prior to mural execution.

Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Contract Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch-up", or "buff out" any registered murals unless advised by Public Works to do so. When in doubt in determining whether or not graffiti is a mural or vice versa, contact the Contract Manager.

G. Graffiti Removal Services, District-owned Property

For graffiti removal from District-owned property, the Contractor shall adhere to the following additional specifications:

1. Only Concrete Grey water-based and/or recycled paint shall be used. (Color sample will be provided upon request)
2. Concrete Block Walls: graffiti shall be covered up with concrete gray paint only. The paint-over color shall match the wall color (Concrete Grey). Over-spray on sidewalk or private property shall not be allowed.
3. Chainlink Fencing and Pipe: All graffiti on pipes and fencing shall be painted over using a galvanized paint color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
4. Asphalt Bike Paths: Contractor shall be responsible for covering up graffiti found on the asphalt; it could be done by paint spraying or with a roller. Patchwork in heavily tagged areas must be avoided, instead, the entire bike path stretch including any yellow right of way lines, must be repainted to restore bike path to its original stage. The paint for this type of surface must be black, water-based paint, and it must be asphalt paint.
5. Concrete Bike Paths: Contractor shall be responsible for removing graffiti reported or found on the concrete bike paths.
6. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the original previous color using water-based paint.
7. Rocks along the bike path: All graffiti shall be covered up using concrete gray water-based paint without damaging any nearby vegetation.
8. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by suffocating its trunk, by not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.
9. Miscellaneous: These standards are basic. However, other standards may be developed and incorporated herein, as other graffiti surfaces are found.
10. Graffiti extended into covered box conduits and appurtenance structures shall be serviced. In no case shall service be required into the box conduit beyond a distance equal to the width of the conduit entrance. See plans (Exhibit E.4) for covered box conduit locations.

11. The Contractor shall not object to any final decision by Public Works or the Contract Manager on how graffiti removal will be conducted. These decisions are made to benefit the County residents.

H. Plans and Specifications

Included as Exhibit E.4 is a map showing the location of the flood maintenance facilities and the limits included in this Contract. This map shall be used only to locate the site and does not contain sufficient information to represent the actual site conditions.

The map, specifications, and other Contract documents will govern the work. This Contract document is intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the specifications and not on the maps, or on the maps and not in the specifications, shall be as though shown or mentioned in both. The Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site.

I. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public right of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Contract and with permission or in violation of this Contract without permission.

J. Work Schedule

The Contractor shall commence work in accordance with the Contractor's Work Plan of Action/Approach. Any adjustments to the plan must be approved by the Contract Manager 24 hours in advance of the work. The plan shall reflect completion of all work under this Contract within the specified time and in accordance with these specifications. If the Contractor refuses or for any reason fails to perform sufficiently to meet its Work Plan of Action/Approach, Public Works may perform said work and charge the Contractor for all costs incurred.

The work shall be diligently prosecuted throughout the term of this Contract by the Contractor. If the Contractor desires to make a major change in the method of operations after commencing work, or if the plan fails to reflect the actual progress, the Contractor shall submit to the Contract Manager a revised Work Plan of Action/Approach in advance of beginning revised operations. The Contract Manager shall review and approve or disapprove the changes.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of this Contract's zero tolerance area and must speak and understand English.
2. In the event a painter does not show up for work, the Contractor's supervisor shall contact the Contract Manager or designee immediately.
3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
4. The Contractor's supervisor shall provide 24-hour emergency contact number.
5. All painters shall receive a minimum of one 8-hour workday training at the zero tolerance area assigned to them prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Contract Manager.

L. Prosecution of Work

To minimize possible hazard and to restore work areas to their original condition as soon as practicable, the Contractor shall diligently prosecute the work to completion. If, as determined by the Contract Manager, the Contractor fails to prosecute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the Contract Manager, immediately take steps necessary to fully accomplish said purposes. All cost of prosecuting of the work as describe herein shall be included in the Contractor's Annual Price. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part, until the Contractor takes steps.

If work is suspended through no fault of Public Works, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the

Contractor. If the Contractor fails to properly provide for public safety and traffic during periods of suspension, Public Works may elect to do so, and deduct the costs thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

M. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the best interest of Public Works. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of Public Works except as otherwise specified in Exhibit B, Section 3.C, Termination for Default.

N. Default by Contractor

If the Contractor fails to commence work within the time specified, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure Public Works interest, or, if the Contractor is not carrying out the intent of this Contract, a written notice may be served upon the Contractor demanding satisfactory compliance with this Contract. If the Contractor does not comply with such notice within five days after receiving it, or after starting to comply, and/or fails to continue, Public Works may exclude the Contractor from the worksite and complete the work by Public Works forces, by letting the unfinished work to another Contractor, or by a combination of such methods.

The Contract may be canceled by the County without liability for damage, when in the County's opinion, the Contractor is not complying in good faith, has become insolvent, or assigned or subcontracted any part of the work without the County's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on unit price and the quantity of work completed at the time of cancellation, less damages caused to Public Works by acts of the Contractor causing the cancellation. Such damages shall include costs incurred by Public Works to complete the work over and above the costs which would have resulted under this Contract. These damages may be deducted from any money due or becoming due to the Contractor from Public Works. If sums due under this Contract are insufficient, the Contractor shall pay to Public Works within 10 business days after receipt of an invoice from Public Works all costs in excess of the amounts withheld by Public Works. The provisions of this subsection shall be in addition to all other rights and remedies available to Public Works under law.

O. Work by Others Due to Unsatisfactory Work Prosecution

If, as determined by the Contract Manager, the Contractor is not prosecuting the work in a satisfactory manner or is not providing for public safety and traffic, the

Contract Manager will notify the Contractor of such unsatisfactory conditions and will indicate when corrective work must be completed. If the Contractor fails to comply, Public Works may elect to do the work or have the work performed by others and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

P. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be restricted to Monday through Friday.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at District jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment and only trained personnel shall be allowed to operate it.
3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Utilities

Public Works will not provide utilities.

T. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

U. Removal of Debris

All debris produced from this graffiti removal service specified herein shall be removed from County property rights of way and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense. Failure of the Contractor to comply with the Contract Manager cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

V. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

W. Responsibilities of Public Works

The Director, acting through the Graffiti Abatement Program Manager or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of all flood control facilities under the Contract to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

X. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the

California Storm Water Best Management Practice Handbooks, Volume 3
Construction BMP Handbook. This publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 287-5485
Fax (510) 444-1262

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

The Contractor shall have one readily accessible copy of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of stormwater pollution in conjunction with all its activities and construction operations:

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

CA 010 Material Delivery and Storage
CA 011 Material Use
CA 012 Spill Prevention and Control

WASTE MANAGEMENT

CA 020 Solid Waste Management
CA 021 Hazardous Waste Management
CA 024 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030 Vehicle and Equipment Cleaning
CA 031 Vehicle and Equipment Fueling
CA 032 Vehicle and Equipment Maintenance

TRAINING

CA 040 Employee/Subcontractor Training

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor with liquidated damages of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the project and/or is otherwise in noncompliance with these provisions. In addition, the County will deduct, from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Y. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Contract Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

Z. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations, which are applicable to the work.

AA. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractors Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of Contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, resolving quality control issues, and checklists or other documentation in support of Contractor's Quality Control function.

BB. Contractor Licensing

Contractor shall possess a valid C-33 State Contractor's license throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.

CC. Performance Requirements and Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to Contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.
4. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THEREAFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL-ORIENTED TO JOB	EMPLOYEES MUST HAVE THOROUGH KNOWLEDGE OF REQUIREMENTS UNDER THIS CONTRACT.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 FOR EACH EMPLOYEE FOR NOT KNOWLEDGEABLE IN THE JOB REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT FOR NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REMOVE GRAFFITI	GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 72 HOURS MONDAY THROUGH FRIDAY.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 72 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

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

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or

legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal,

State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN/GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered

employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated

Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

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

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:
 - a. Contractor shall develop all publicity material in a professional manner.
 - b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor

shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial

records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor

employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend,

indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. **Insurer Financial Rating:** Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. **Notification of Incidents, Claims, or Suits:** Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Pollution liability will be required under the General Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$1 million per occurrence and \$2 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate

paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use

non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

3. Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 205691



No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite-Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Ginny Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saez, Directora



Consejo de Supervisoras del Condado de Los Angeles

Gloria Molina, Supervisoras, Primer Distrito

Wynne Bartholomew Burke, Supervisoras, Segundo Distrito

Zey Yaroslavsky, Supervisoras, Tercer Distrito

Don Krabe, Supervisoras, Cuarto Distrito

Michael D. Antonovich, Supervisoras, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé








A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

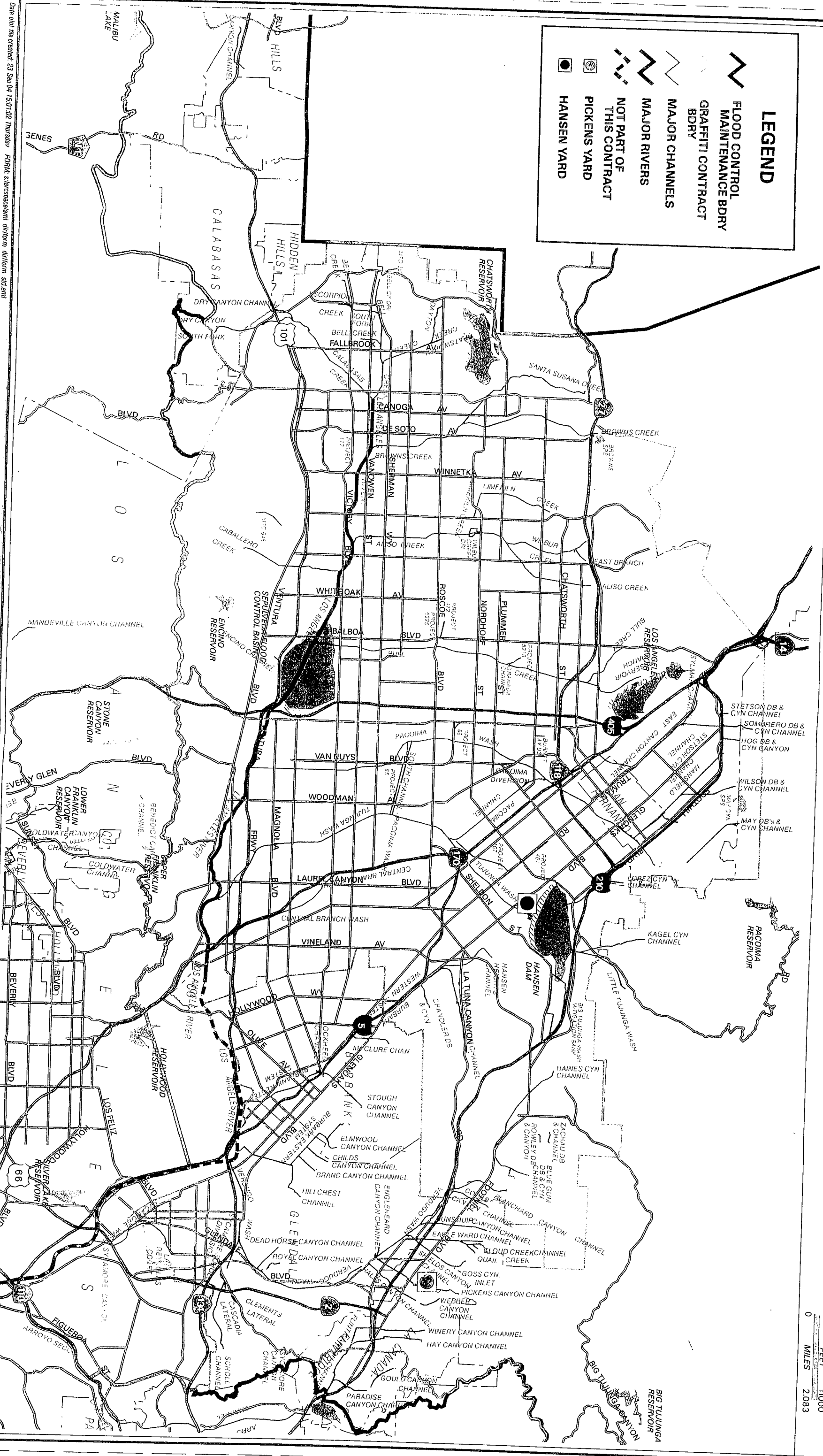
Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

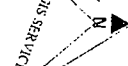

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LEGEND

-  FLOOD CONTROL MAINTENANCE BDRY
-  GRAFFITI CONTRACT BDRY
-  MAJOR CHANNELS
-  MAJOR RIVERS
-  NOT PART OF THIS CONTRACT
-  PICKENS YARD
-  HANSEN YARD

FLOOD MAINTENANCE DIVISION - WEST AREA GRAFFITI ABATEMENT CONTRACT BOUNDARY





City of Los Angeles
Public Works

WEST AREA FLOOD CONTROL FACILITIES LOCATIONS

Following is a description of each facility included in this Contract. The terms right bank and left bank on channels are based on the observer looking downstream. As a reference, the locations include the page number and grid coordinates from a 2006 Thomas Guide.

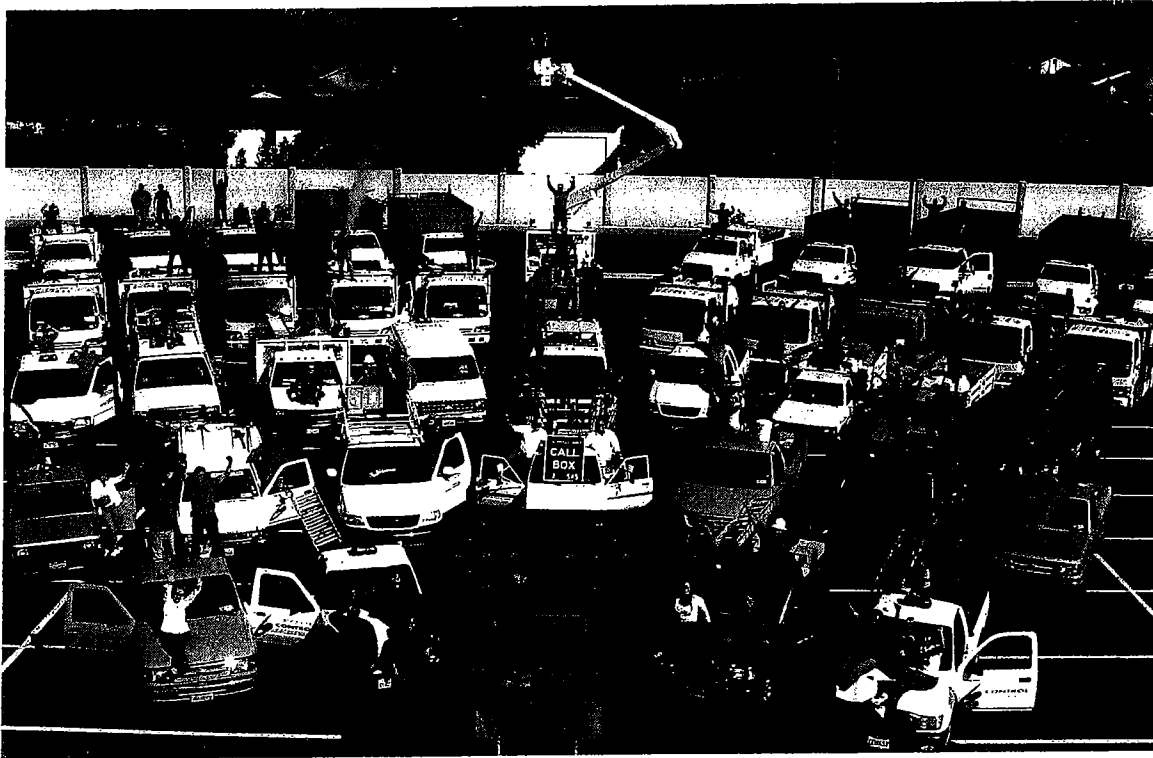
<u>Facility</u>	<u>Location</u>
Aliso Creek	(T.G. 501 A-1) thru (T.G. 501 H-6) -Aliso Basin to the Los Angeles River (including Wilbur Debris retaining inlet)
Bell Creek	(T.G. 529 C-4) thru (T.G. 530 A-5) Main Channel Inlet (MTD 963) at Bell Canyon Road to the confluence with the Los Angeles River (including Bell Creek DRI and Sub Yard)
Bell Creek South Fork	(T.G. 529 D-7) thru (T.G. 529 F-5) Calvert St. to Bell Creek
Bell Creek South Branch	(T.G. 529 G-6) thru (T.G. 529 G-5) Haynes St. to Bell Creek
Big Tujunga Wash	(T.G. 503 A-2) thru (T.G. 503 D-2) Along Wentworth St. and 210 Fwy
Mitigation Bank	
Blanchard Cyn. Channel	(T.G. 504 C-4) thru (T.G. 504 C-5) Blanchard Debris to existing reinforced concrete box (approximately 90' downstream)
Browns Creek	(T.G. 500 B-1) thru (T.G. 530 C-5) 1895' upstream of Rinaldi St. to the Los Angeles River (including Browns SPS)
Bull Creek	(T.G. 501 E-1) thru (T.G. 531 D-7) Rinaldi St. to Victory Blvd.
Bull Creek Reservoir Branch	(T.G. 501 E-1) thru (T.G. 481 D-6) Simonds St. upstream to Stilling Basin
Burbank Western System/	

Burbank Channel	(T.G. 533 B-1) thru (T.G. 533 D-4) Roscoe Blvd. To Cohasset St. (City of Burbank boundary)
Burbank Western System/ La Tuna Canyon Lateral	(T.G. 503 E-6) thru (T.G. 533 B-1) La Tuna Debris Basin to Roscoe Blvd.
Burbank Western System/ Hansen Heights Channel	Stonehurst Ave. to the confluence with Burbank Western System – La Tuna Canyon Lateral
Burnet Drain Unit 3	(T.G. 501 G-1) thru (T.G. 501 G-4) Chatsworth St. to San Jose St.
Caballero Creek	(T.G. 560 J-5) thru (T.G. 530 J-7) Main Channel Inlet to the confluence with the Los Angeles River
Calabasas Creek	(T.G. 559 F-3) thru (T.G. 530 A-5) 400' upstream of Valley Circle Blvd. to Los Angeles River
Chandler Canyon Channel	(T.G. 533 D-1) thru (T.G. 533 B-2) Chandler Debris Basin to Glencrest Dr.
Chatsworth Creek	(T.G. 529 G-3) thru (T.G. 529 G-3) Roscoe Blvd. to the confluence with Dayon Creek
Cooks Canyon Channel	(T.G. 504 C-5) thru (T.G. 504 C-7) Lowell Ave. to the confluence with Verdugo Wash
Dayton Creek	(T.G. 529 E-2) thru (T.G. 529 H-5) Inlet area upstream of Rose Blvd. and Valley Circle to the confluence with Bell Creek
Dry Canyon Channel (Calabasas)	(T.G. 559 F-4) thru (T.G. 559 F-2) Inset area upstream of Ave. San Luis to the confluence with Calabasas Creek
East Canyon Channel	(T.G. 481 J-5) thru (T.G. 501 J-2) Astoria St. to the confluence with Pacoima Wash
Haines Canyon Channel	(T.G. 503 H-4) thru (T.G. 503 F-2) 60' upstream of Plainview Ave. to the outlet downstream of Wentworth St.
Hog Debris Basin	(T.G. 481 H-1) thru (T.G. 481 H-1) Spillway to existing reinforced concrete box

Limekiln Creek	(T.G. 500 F-3) thru (T.G. 500 G-7) Limekiln Debris Basin to the confluence with Aliso Creek
Lopez Canyon Channel	(T.G. 482 F-6) thru (T.G. 502 G-2) Lopez Inlet DRI to Hansen Dam
Los Angeles River Lower	(T.G. 561 H-3) thru (T.G. 563 B-5) Sepulveda Blvd. to 1700' downstream of Lankershim Blvd.
Los Angeles River	(T.G. 530 A-5) thru (T.G. 531 A-7) Upstream of Owensmouth Ave. to the Union Pacific Railroad Tracks downstream of White Oak Ave.
May Canyon Channel	(T.G. 482 C-1) thru (T.G. 482 B-1) May Debris Basins 1 and 2 to Egbert St. (including May SPS)
Mansfield Channel	(T.G. 481 H-1) thru (T.G. 481 J-2) Schoolhouse Debris Basin to Cobalt St.
MTD 646	(T.G. 560 G-5) Upstream of Romero Dr. to just downstream of Romero Dr.
Pacoima Diversion	(T.G. 502 A-3) thru (T.G. 532 D-1) Paxton St. to the confluence with Tujunga Wash
Pacoima Wash Corps.	(T.G. 482 E-4) thru (T.G. 502 A-3) Lopez Flood Control Basin to Paxton St.
Pacoima Wash LACDPW	(T.G. 532 A-3) thru (T.G. 532 A-4) Woodman Ave. to Van Nuys Blvd. and Parthenia to the confluence of PJ 85, PJ 85, PJ 107 and East Canyon Channel
Project 85	(T.G. 531 G-3) thru (T.G. 532 C-4) Pacoima Wash to Tujunga Wash
Project 88	(T.G. 531 H-1) Along Parthenia St. from Burnet Ave. to Pacoima Wash
Project 106	(T.G. 531 F-2) thru (T.G. 532 F-7) South of Victory Blvd. and Haskell Ave. downstream to natural water course
Project 107	(T.G. 502 E-5) thru (T.G. 532 D-1) San Fernando Rd. to Pacoima Diversion (including Branford Spreading Basin)
Project 112	(T.G. 560 B-1) thru (T.G. 530 C-5) Burbank Blvd. to the confluence with the Los Angeles River

Project 461	(T.G. 502 D-3) thru (T.G. 502 E-4) Pierce St. to just downstream of Montague St. (existing reinforced concrete box)
Projects 472 and 5226	(T.G. 531 C-1) thru (T.G. 531 C-2) Balboa Blvd. to Louise Ave.
Rowley Debris Basin	(T.G. 504 A-2) Spillway to existing reinforced concrete pipe
Santa Susana Creek	(T.G. 499 J-2) thru (T.G. 530 B-1) Inlet area upstream of Tulsa St. to the confluence with Browns Creek
Sombrero Debris Basin	(T.G. 481 G-1) Spillway to existing reinforced concrete box
Stetson Canyon Channel	(T.G. 481 F-1) thru (T.G. 481 G-4) Stetson Debris Basin to Roxford St.
Tujunga Wash Central Branch	(T.G. 532 F-5) thru (T.G. 563 A-5) Vanowen St. to the confluence with the Los Angeles River
Wilbur Creek	(T.G. 500 G-1) thru (T.G. 500 H-6) 118 Fwy to the confluence with Aliso Creek
Wilbur Creek East Branch	(T.G. 500 H-2) Upstream of San Fernando Mission Blvd. to the confluence with Wilbur Creek
Wilson Canyon Channel	(T.G. 482 A-1) thru (T.G. 482 D-5) Wilson Debris Basin to the confluence with Pacoima Wash
Zachau Channel	(T.G. 504 A-2) Zachau Debris Basin to existing reinforced concrete pipe

GRAFFITI CONTROL SYSTEMS



Graffiti Removal Services
for the County of Los Angeles
at Various Flood Control Facilities
2007-PA0049

RFP

ORIGINAL

October 31, 2007

Woods Maintenance Services, Inc. dba Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, California 91605
(818) 503-8240 (800) 794-7384 Fax (818) 764-2516
<http://www.graffiticontrol.com> sales@graffiticontrol.com

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Attachments

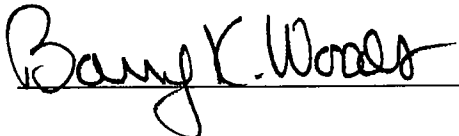
- SBE Certification Letter
- References and Reference Letters
- Sample Photo Identification
- Sample Pictures of Before and After Graffiti Removals
- MSDS
- Safety Program

LETTER OF TRANSMITTAL

The undersigned hereby declares that he is the Contractor submitting the attached proposal and is duly authorized by Woods Maintenance Services, Inc. and Graffiti Control Systems to sign on behalf of and bind said Contractor to Los Angeles County. Further, the undersigned has read all bid documents and attachments and affirms his understanding of them.

Further, Woods Maintenance Services, Inc., is duly licensed to transact business within the state of California and is presently licensed by the Contractors State License Board to perform all of the annotated services. Contractor License # 741322 is valid for the C61, D38, D49 and C33 classifications, and expires October 31, 2009.

Proposer **Woods Maintenance Services, Inc. dba Graffiti Control Systems**

Signature 

Name / Title **Barry K. Woods – President**

7260 Atoll Avenue • North Hollywood, CA 91605

(818) 503-8240

Date **October 31, 2007**

Employer I D # **95-4643637**

Contractors License # **741322**

EXPERIENCE

Attached is our response to your Request For Proposal (RFP) for providing comprehensive graffiti abatement services for various Flood Control Facilities (West, East & South Areas) within the County of Los Angeles.

We believe we are uniquely qualified to provide these services for the County. Beginning in the late eighties, our Company was the first to offer "fixed fee" graffiti removal and control services. Since that time, we have established an unparalleled record of maintaining clean properties throughout California, and parts of Texas and Nevada, for both the public and private sectors.

In addition to servicing the particular needs and demands of hundreds of business clients, we devised and implemented a comprehensive graffiti control program for frequently vandalized underpasses in the City of Los Angeles, and then brought that program to the entire City of National City, and predefined areas in San Diego. Currently, we maintain a great many city and county properties graffiti free, and have done so for over 32 years.

Having just celebrated our 32nd Anniversary, I am proud to have brought a great many "firsts" to the service industry: Our firm was first in 24 hour removals upon request, we were first in the application of protective coatings, and are the only authorized company to apply coatings and abate graffiti from murals throughout the city; along with Vista Paint and Applied Color, we were first to test and utilize portable spectrophotometers in the field on a Montebello city program; we were instrumental in working with Armand Hammer in testing and approving the safe use of soda bicarbonate for alternative removals, we were the first to offer glass polishing for windows etched by vandals, and we were the first to use a relational database system for entering, tracking and reporting graffiti incidents. Currently, most of what Graffiti Control Systems has pioneered, has been adopted by most other contractors and cities in monitoring their contracts.

Graffiti Control Systems has always been proud of its ability to offer and demand exceptional service from its staff. In-service training, incentives, above the standard pay scale and a working environment that fosters pride and responsibility; these are the hallmarks of a successful company, one that will endure another 32 years.

We feel that not only is our pricing competitive, our staff, experience, professionalism and equipment can provide the County with the best in a Graffiti Abatement Service. Should the Evaluation Committee have any questions, we will be most happy to address them.

Having been in business continuously since 1975, and having been awarded and performing under hundreds of contracts during this time, it is difficult to list all of those within a specified time frame. The following is by no means a comprehensive list, but rather a sampling of the manner of work that we have performed over the years. Because of the voluminous nature of the list, individual contract rates have not been indicated. In almost all cases, the contracts ran from a low of \$50,000 to a high of \$850,000, with the majority being in the \$200,000 to \$500,000 range. Should more exacting figures be required, we will be happy to provide them.

Pressure Washing / Trash Removal / Graffiti Removal Services

City of Los Angeles

- Westwood Village Sidewalk Maintenance District*
- Reseda Boulevard Sidewalk Maintenance District*
- Broadway Sidewalk Maintenance District*
- Hollywood Boulevard Sidewalk Maintenance District*
- Main & Spring Sidewalk Maintenance District*
- Ventura Boulevard Sidewalk Maintenance District*
- Fairfax Avenue Sidewalk Maintenance District*
- Van Nuys Boulevard Sidewalk Maintenance District*
- Vehicular Tunnel Cleaning & Maintenance*
- Civic Center & Environs*
- Los Angeles Police Department Programs*
- General Services City Hall Restoration & Cleaning*

City of Coronado

- Sidewalk Maintenance Clean up and graffiti removal*

City of Whittier

- Uptown Business District Sidewalk Maintenance*

City of Palm Springs

- Palm Drive Sidewalk Maintenance*
- Palm Springs Airport Hard Surface Maintenance*

City of West Hollywood

- Sidewalk Maintenance Program*
- Graffiti Abatement Program*

City of Beverly Hills

- Sidewalk Maintenance Pilot Program*

Department of Motor Vehicles

Sidewalk Maintenance Program

Graffiti Abatement Program

City of Glendale

Maintenance of Central Business District

Graffiti Removal, Abatement, Coatings and Maintenance

City of Los Angeles

Maintenance of all Freeway Underpasses (Zero Tolerance)

Maintenance of all City Buildings and Property (Zero Tolerance)

County of Los Angeles

Maintenance of East & South San Gabriel Valleys (Zero Tolerance)

Maintenance of North San Gabriel Valley (Zero Tolerance)

Maintenance of South Central Los Angeles (Zero Tolerance)

Maintenance of the Flood Control Channels (South Area)

Maintenance of the Flood Control Channels (West Area)

Maintenance of the Flood Control Channels (East Area)

City of Culver City

Zero Tolerance Graffiti Removal Program

City of Santa Clarita

Zero Tolerance Graffiti Removal Program

City of Monterey Park

Zero Tolerance Graffiti Removal Program

City of Montebello

Zero Tolerance Graffiti Removal Program

City of Long Beach

Zero Tolerance Graffiti Removal Program

City of South Pasadena

Zero Tolerance Graffiti Removal Program

City of Diamond Bar

Zero Tolerance Graffiti Removal Program

City of National City

Zero Tolerance Graffiti Removal Program

City of San Diego

Zero Tolerance Graffiti Removal Program

Clark County Nevada

Graffiti and vandalism removal from Resort Corridor

Austin, Texas

Graffiti Removal for City-wide Park System

California Department of Transportation

Exterior Maintenance of Trans Bay Terminal – San Francisco

Weed, Trash and Debris Removal - Public Rights of Way

Orange County Transportation Authority

Southern California Regional Rail Authority

California Department of Transportation – Freeway right of way maintenance

Metropolitan Transit Authority

County of Los Angeles - Sidewalk Maintenance Program - Whittier Boulevard

County of Los Angeles – Sidewalk Maintenance Program – Florence/Firestone

County of Los Angeles Flood Control - West Area

In all of the aforementioned contract jobs, Woods Maintenance Services, Inc., acted as the Prime Contractor, with the awarding agency or body, without the use of subcontractors.

In 1976 we were instrumental in helping to develop the Sidewalk Maintenance Program for Westwood, and since that time, through city agencies, have advised on expanded and revised specifications for these manner of projects, to accomplish new sets of goals. We developed the Pilot Graffiti Removal Program for the City of National City, and have written the specifications for such cities as Culver City, San Diego and Los Angeles.

There are no other contractors or business concerns that can touch or match our depth and breadth of experience. Designing, creating and implementing programs for agencies and municipal bodies are areas within our expertise. Evaluating the exterior maintenance needs of a department, setting realistic but ambitious goals for improvement, implementing improved methodologies to accomplish these goals...this is what we do best.

Company Background

Woods Maintenance Services, Inc., started out under its original corporate name of D & B Maintenance Service, Inc., as a janitorial maintenance contractor in 1975, reorganizing under its current name in 1997. In the beginning, our emphasis was on the daily and nightly maintenance of apartment buildings, condominiums, industrial parks and office buildings, with a minor workload of graffiti removal on their exterior facades.

In 1976 the company grew to include landscape maintenance and became licensed to perform high pressure washing and steam cleaning work for hard surfaces, as well as masonry cleaning. It was at this time, while we were members of the Chamber of Commerce that we helped to develop the Westwood Village Sidewalk Maintenance District, a program funded through property owners' taxes to clean and maintain specific business districts.

As graffiti increased throughout the city (and country) a new division, Graffiti Control Systems, was formed to specifically address this out of control problem. Through trial and error and a great deal of research and beta testing, Graffiti Control Systems, became the first graffiti abatement contractor in the nation to utilize portable spectrophotometers in the field to computer color match paint, thereby setting a new standard for quality and timeliness.

Graffiti Control Systems' sister company, **Hydro Pressure Systems**, is the largest licensed pressure washing contractor in the state, and for over 32 years has been performing all manner of exterior maintenance for both public and private sector clients throughout California.

Hydro Pressure Systems presently has multiple contracts with the City of Los Angeles to perform nightly maintenance services in widespread areas of the city. Under the auspices of the Street Maintenance Department within the Board of Public Works, HPS has swept and washed the sidewalks in Westwood Village, Van Nuys Boulevard in Van Nuys and Main and Spring Streets in downtown Los Angeles. In addition to recovering trash, debris and litter, we were responsible for emptying all street-side trash receptacles and replacing the liners on a daily basis, as well as removing graffiti from public property. Twelve years ago, HPS was awarded and has been performing under a County contract for the Whittier Boulevard Enhancement Program, whereby all graffiti is abated, trash receptacles emptied, trash, weeds and debris removed and sidewalks and gutters cleaned on a daily basis. Previously, we have held multi-year contracts for the Hollywood Boulevard Walk of Fame, Reseda Boulevard, Fairfax Avenue, Broadway BID and Ventura Boulevard in Sherman Oaks. We were chosen as the contractor to perform the high pressure washing services/graffiti abatement protocols required for the Cities of Coronado, Palm Springs, Whittier and West Hollywood.

At present, Woods Maintenance Services is under contract with the cities of Los Angeles, Culver City, Diamond Bar, Tustin, Monterey Park, San Gabriel, San Fernando, Santa Monica, South Pasadena and Las Vegas, Nevada, as well as Los Angeles and Orange Counties. As sole source contractor for the MTA, and OCTA, we are charged with keeping transit properties free of weed, trash and debris throughout the counties.

Office Buildings, industrial parks, individual businesses and homeowners rely on us daily to respond to their needs and restore their property to a pristine condition. We are also in our 2nd term with the City of Los Angeles to assist the other 13 contractors within the City under the UNTAG contract. We are directed on a weekly basis which contractor and location to concentrate on and any special issues or concerns that need our specialized training to help with the abatement issues. Whether it is graffiti or weed, trash and debris removal, cleanliness is a highly charged subject. The public's first perception of a facility, business or city is based on its initial and continuing awareness of how clean that area appears. If it is neglected, it encourages more abuse and fosters the broken window syndrome. Woods Maintenance Services, Inc., excels in immediate and professional response to any disruption to the cleanliness of the facilities it is charged with maintaining. And so it shall be with the flood control channels.

Contractor's Equipment

Graffiti Control Systems has always maintained sufficient vehicles, paints, chemicals, hand tools and equipment to carry out each contract program it was assigned.

When a program manager wishes graffiti abated, the last thing they wish to hear is, " I'll have to pick up some supplies", or "the truck is broken down". When a problem exists that is of sufficient magnitude for a concerned citizen to call, then it is of equal importance for us to handle that problem as quickly as possible.

To this end, Graffiti Control Systems maintains a fleet of:

- 35 equipped graffiti removal vehicles
- 8 dedicated trash collection vehicles
- 1 AirSweeper Truck
- 47' Bucket Truck
- 28' Bucket Van
- 2 traffic control vehicles
- 19 water blasters
- 12 sandblasters
- 6 soda blasters

- Proprietary paint matching system
- 24 Graco airless paint sprayers
- 55 field cell phones

Should Graffiti Control Systems be awarded one or more of the graffiti contracts, we shall purchase additional equipment and vehicles to handle the increased workload without cannibalizing existing resources. The financial stability and resources of the Company allow us to quickly obtain anything that will be required to operate a successful program, without diminishing existing contracts.

Having been in business and operating successfully for 32 years, we have established open lines of credit at all suppliers, so that should equipment or supplies be required, one may rest assured that if they are not on hand, they are easily and quickly available.

With our expansion in 1994 and purchase of a 20,000 square foot site in North Hollywood and a remodel in 2007, all equipment and personnel are staged and dispatched from one centralized location, making for a faster and more efficient operation.

Statement of Qualifications

GRAFFITI CONTROL SYSTEMS

7260 Atoll Avenue

North Hollywood, California 91605

(818) 503-8240 FAX (818) 764-2516

Barry K. Woods

OWNER/PROJECT MANAGER

32 years of maintenance experience, including graffiti abatement, exterior hard surface maintenance, landscape maintenance and masonry restoration. Seeks better and more productive methods to accomplish company goals. Interfaces with Contract Administrators to obtain feedback and adjust methodology.

Juan Franco

Enrique Lopez

Jose Morales

Antonio Morales

Angel Paniagua

Jeff Woods

PROJECT SUPERVISORS

98 years of combined field work experience in all aspects of contact maintenance with city, county and state agencies. Create and implement new and more efficient systems of inspection and quality control procedures. On

Mario Acosta

site on daily basis, handles initial calls for emergency service, and follows up upon completion.

Doris Lemaire

Connie Perez

Carmen Granados

ADMINISTRATIVE ASSISTANTS

31 years of combined contract expediting.

Oversee all dispatching of survey and maintenance crews, coordinate field assignments, handle day to day contact with municipal personnel and businesses of contract communities. Coordinate extra work, emergency assignments and inspection procedures. Maintains all reports and database entries.

Field Staff

FIELD STAFF

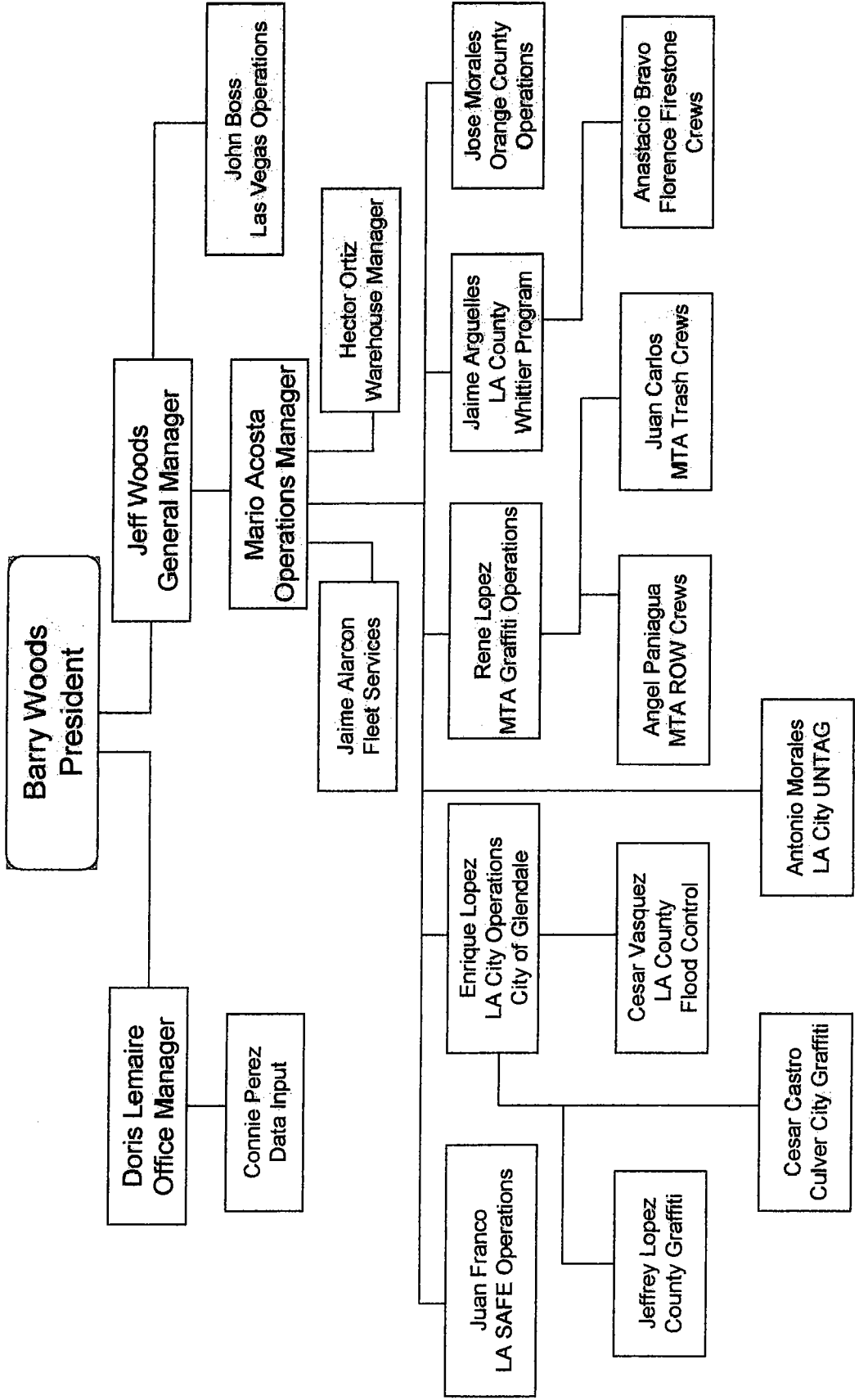
Thirty Painters / Surveyors capable of locating, surveying and recording graffiti sites, matching colors and painting over vandalized areas. All qualified and certified to operate high pressure washers for chemical removals and wet sandblasting equipment for removals requiring abrasives as well as application of protective coatings.

Thirty three field workers whose sole responsibility is to maintain exterior surfaces. Operate dump trucks, heavy equipment, as well as handling all weed, trash and debris needs of all transportation agencies and county contracts. Trained in safety protocols and attend periodic workshops of BMP's and safety education.

Three paint tinters, mechanics, laborers.

Two glass and window technicians trained and qualified to operate state-of-the-art glass polishing equipment and apply protective anti-graffiti film to windows.

WOODS MAINTENANCE SERVICES, INC.



BARRY K. WOODS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605
(818) 764-2515

EXPERIENCE

PRESIDENT

10/75 – PRESENT

32 years of maintenance experience, including graffiti abatement, maintenance of hard surfaces, landscape maintenance, tree trimming and trash and debris removal. Instituted new and improved methods of abating graffiti, faster response times and better tracking protocols. Handles purchasing and tasks assignments with Operations Manager and Project Supervisors through weekly meetings. Overall responsibility for all contracts and interfaces with Project Managers and all public agencies. Member of multiple trade organizations and is qualified to instruct workers on BNSF properties. Is railroad worker qualified.

CLIENTS

Currently oversees all corporate assignments.

EDUCATION

Attended University of California at Los Angeles as an undergraduate, graduating in 1971. Attended UCLA graduate school, receiving degrees and credentials in 1974.

DORIS LEMAIRE
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605
(818) 764-2515

EXPERIENCE

OFFICE MANAGER

7/90 – PRESENT

Handles all job assignments and crew reassignments. Maintains all databases, billing and labor reports. Prepares all certified payrolls, LWO certifications, and Monthly Employee Utilization Reports. Versed in all city, state and Federal requirements for contracts, interfaces with all Contract Managers. Supervises payroll, handles A/R and A/P.

Is entrusted with receiving and verifying all Work Orders from the County. Assigns orders to available technicians and follows up on completion. Completes paperwork, enters information in database and closes Order with Agency.

CLIENTS

Currently involved with or oversees 20 contracts with awarding agencies.

EDUCATION

Graduated Boston College with undergraduate Business major.

JEFF WOODS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605
(818) 764-2515

EXPERIENCE

GENERAL MANAGER

7/03 – PRESENT

Oversees staff of 75 employees. Conducts daily safety briefings, dispatches and oversees multiple crews at multiple locations. Organizes and assigns vehicles and equipment, manages maintenance and repair of equipment. Maintains all databases, reports and logs of work performed. Operates pressure washers, cranes and heavy equipment as needed, trains personnel in safe operation of all equipment. Interfaces with Contract Administrators to obtain work assignments, and verify completion of all tasks. Purchases equipment and advises and researches new and more efficient equipment for contracts.

CREW LEADER - FOREMAN

9/95-7/03

Supervised a crew of eight handling weed, trash and debris removal for transportation agencies. Maintained records and logs, oversaw equipment and vehicles assignments and maintenance. Initiated safety training for new hires and conducted weekly safety meetings. Trained in operation, use and maintenance of heavy equipment.. Scheduled crews and allocated resources to maintain contract compliance.

CLIENTS

Will have direct oversight of County contracts, interface with Supervisors, General Manager and liaison with LA County.

EDUCATION

California State University - Northridge, Northridge, California.
Received B.A. degree in Business Management.

JUAN FRANCO
7260 ATOLE AVENUE
NORTH HOLLYWOOD, CA 91605
(818) 764-2515

EXPERIENCE

CITY OF SAN FERNANDO

1/06 - PRESENT

Responsible for surveying and handling specific job requests within the City for all graffiti abatement. This includes public and private property as well as special requests from Public Works.

MTA - LASAFE

2/03 - 12/05

Installs, repairs and maintains Emergency Call Box System under the supervision of MTA, throughout LA County. Troubleshoots cellular system, repairs and replaces components, reinstalls sites including concrete, poles and solar power system.

METROLINK - FOREMAN

12/99 - 2/03

Conducts daily safety briefings, dispatches and oversees crew at multiple locations. Assigns vehicles and equipment, manages maintenance and repair of equipment. Maintains database reports and logs of work performed. Operates pressure washers, paint sprayers and heavy equipment as needed, trains personnel in safe operation of all equipment. Interfaces with Contract Administrator to obtain work assignments, and verify completion of all tasks. Territory Qualified on Coast, River and Valley lines to obtain track and time.

CLIENTS

Direct oversight and management of contracts with several cities and municipalities as well as Metrolink, MTA, OCTA.

MARIO AGOSTA
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605
(818) 764-2515

EXPERIENCE

OPERATIONS MANAGER *11/97 – PRESENT*

Assists the General Manager with overseeing staff of 75 employees. Conducts daily safety briefings, dispatches and oversees multiple crews at multiple locations. Organizes and assigns vehicles and equipment, manages maintenance and repair of equipment. Maintains all databases, reports and logs of work performed. Operates pressure washers, cranes and heavy equipment as needed, trains personnel in safe operation of all equipment. Interfaces with Contract Administrators to obtain work assignments, and verify completion of all tasks. Purchases equipment and advises and researches new and more efficient equipment for contracts.

CREW LEADER - FOREMAN *9/95-11/97*

Supervised a crew of eight handling weed, trash and debris removal for transportation agencies. Maintained records and logs, oversaw equipment and vehicles assignments and maintenance. Initiated safety training for new hires and conducted weekly safety meetings. Trained in operation, use and maintenance of heavy equipment.. Scheduled crews and allocated resources to maintain contract compliance.

CLIENTS

Direct oversight and management of contracts with Metrolink, MTA, OCTA, City of Los Angeles

EDUCATION

Pierce College - Woodland Hills, California. Business Management course of study. Additional units are required for completion.

GUILERMO ACOSTA
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605
(818) 764-2515

EXPERIENCE

MTA - LASAFE

4/04-PRESENT

Installs, repairs and maintains Emergency Call Box System under the supervision of MTA, throughout LA County. Troubleshoots cellular system, repairs and replaces components, reinstalls sites including concrete, poles and solar power system.

OCTA - FOREMAN

5/01-4/04

Supervised a crew of eight handling weed, trash and debris removal for Orange County Transportation Agency. Maintains records and logs, oversees equipment and vehicles assignments and maintenance. Initiated safety training for new hires and conducted weekly safety meetings. Trained in operation, use and maintenance of heavy equipment. Scheduled crews and allocated resources to maintain contract compliance.

MTA - ASSISTANT FOREMAN

2/00-5/01

Supervised a crew of 4 handling weed, trash and debris removal for LACMTA. Oversaw equipment and vehicles assignments and maintenance. Aided in safety training for new hires and assisted with weekly safety meetings. Scheduled crew and allocated resources to maintain contract compliance.

CLIENTS

Direct oversight and management of contracts with OCTA, MTA and CalTrans.

EDUCATION

Graduated Canoga Park High School.

WORK PLAN – WEST AREA

Our Work Plan is simple. **GRAFFITI CONTROL SYSTEMS** shall remove all graffiti from public surfaces within the specific flood control facilities, and then maintain those surfaces graffiti free. Upon notification by county personnel or ongoing survey of a channel where graffiti exists, the Contractor shall abate that graffiti within 24 hours. During times of inclement weather or where circumstances exist beyond Contractors' control, such abatement may require a longer time frame. In order that the Contractor may handle all problems, reports and incidents in the shortest time frame possible, all personnel shall be immediately reachable by cell phone and are required to call into their supervisor every two hours for any urgent or immediate needs.

We have always sought complete and frequent communication with all of our clients, and here it shall be no different. By being in close and frequent contact with the county representatives, problems are avoided, graffiti is abated more quickly and everything runs much smoother. Vandalism incidents may be called or faxed into our offices 24 hours per day, and in most cases, shall be abated the following day. Specifically designed Daily Work Logs (see appendices) are completed and handed to each technician for completion. Supervisors are equipped with two-way radios, so emergency or unusual needs are communicated immediately. Field crews are called throughout the day, via two-way radios, to update progress and review workload. It is at these times decisions are made whether to assign additional crews to a particular channel for assistance.

One of the important aspects of any graffiti program is having the knowledge and the right equipment and experience to tackle the problem. **GRAFFITI CONTROL SYSTEMS** uses a combination of methods to abate graffiti, starting with the least damaging process:

Methods & Techniques

Painted Surfaces	This will include all previously painted substrates such as wood, metal, block walls, stucco, brick, curbs, chain link fencing.	Color matched painting for each specific site and custom county colors for county property
Non Porous Surfaces	These will include glass windows, ceramic tile, road signs, traffic control boxes, light standards	Treated primarily with eco-friendly chemical washes, pressure washing and the judicious use of soda bicarbonate blasting.
Porous Surfaces	Included here will be natural masonry substrates that have not already been painted, concrete light standards, sidewalks and curbs	Pressure wash with eco friendly chemicals, hot high pressure water blasting. We do not use sand blasting.

Great care will be taken in protecting surrounding areas, utilizing plastic sheeting and drop cloths when required. If spraying paint would risk overspray upon vehicles or property, either the task shall wait for a more opportune time, or areas shall be hand painted to preclude such damage. Soda and any residue from cleaning and/or painting operations shall be cleaned up immediately by Contractor, restoring the surface and area to its original condition, and removing any potential liability problem or exposure.

Graffiti Control Systems has always practiced and subscribed to the applicable BMP's for all municipal work we have undertaken. In some cases water reclamation devices have been utilized so as to prevent any runoff or pollution of the storm drains and water tables. In this particular project, all care and caution shall be used while performing all abatements to maintain the integrity of all surfaces and not to disrupt the eco-balance of the waterways.

Staffing of this project shall depend upon a great many factors: number of programs awarded, pattern of vandalism, location and extent of vandalism, type and manner of graffiti, weather conditions, water levels in particular channels, and frequency of recidivism. Initially, our plan is to attack the problem head on, with as many crews, trucks and manpower that we can muster. During the first two weeks, ALL graffiti from the prescribed areas shall be abated, and the surfaces returned to "normal". From this point on, crews will patrol all channels and facilities, removing all graffiti as it is encountered. In some channels, a four-wheel drive vehicle must be used, due to the profile of the channel bottom and walls. We are the only contractor to possess equipment to handle just about every contingency.

Depending upon the number of projects awarded, County personnel shall be given the names and cell phone numbers of the particular supervisor for that district, so that emergency and high profile jobs may be called in immediately.

The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Government offices. All proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working along bicycle pathways and adjacent to park lands and leased lands.

These are the same methods and operational standards that we have utilized during the many years of maintaining the flood control channels graffiti free.

In the first three years under the current Graffiti Removal Program for the Flood Control Channels, we had safely and expeditiously removed over 6,800,000 square feet from 6 channels. This effort had required the investment of over 12,500 man hours and almost 20,000 gallons of paint to abate the channels, inverts, piers, bridges, abutments, bike paths, signs, walls, gage buildings, poles and all County property within the right-of-way.

Staffing for the West Area

- (2.5) Graffiti Abatement Technicians
- (2.5) Fully Equipped Graffiti Abatement Vehicles
- Contract Supervisor
- Quality Control Representative
- Dedicated Office Support for Data Inputting and Dispatching

WEST AREA

CHANNEL	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Aliso Creek	Tech 1		Tech 1		Tech 1
Bell Creek	Tech 1		Tech 1		Tech 1
Bell Creek South Fork	Tech 1		Tech 1		Tech 1
Bell Creek South Branch	Tech 1		Tech 1		Tech 1
Big Tujunga Wash		Tech 3		Tech 3	
Mitigation Bank	Tech 1		Tech 1		Tech 1
Blanchard Cyn. Channel		Tech 3			
Browns Creek	Tech 1		Tech 1		Tech 1
Bull Creek	Tech 1		Tech 1		Tech 1
Bull Creek Reservoir Branch	Tech 1		Tech 1		Tech 1
Burbank Western Sys/Burbank Channel		Tech 2		Tech 2	
BWS / La Tuna Canyon Lateral		Tech 2		Tech 2	
BWS / Hansen Heights Channel		Tech 2		Tech 2	
Burnet Drain Unit 3		Tech 2		Tech 2	
Caballero Creek	Tech 2		Tech 2		Tech 2
Calabasas Creek	Tech 2		Tech 2		Tech 2
Chandler Canyon Channel	Tech 2		Tech 2		Tech 2
Chatsworth Creek	Tech 2		Tech 2		Tech 2
Cooks Canyon Channel	Tech 2		Tech 2		Tech 2
Dayton Creek	Tech 2		Tech 2		Tech 2
Dry Canyon Channel	Tech 2		Tech 2		Tech 2
East Canyon Channel	Tech 2		Tech 2		Tech 2
Haines Canyon Channel	Tech 2		Tech 2		Tech 2
Hog Debris Basin		Tech 1		Tech 1	
Limekiln Creek		Tech 1		Tech 1	
Lopez Canyon Channel		Tech 1		Tech 1	
Los Angeles River Lower		Tech 2		Tech 2	
Los Angeles River		Tech 3		Tech 3	

CHANNEL	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
May Canyon Channel			Tech 3		
Mansfield Channel			Tech 3		
MTD 646			Tech 3		
Pacoima Diversion	Tech 1		Tech 1		Tech 1
Pacoima Wash Corps.	Tech 1		Tech 1		Tech 1
Pacoima Wash LACDPW	Tech 1		Tech 1		Tech 1
Project 85	Tech 3				
Project 88	Tech 3				
Project 106	Tech 3				
Project 107	Tech 3				
Project 112	Tech 3				
Project 461	Tech 3				
Projects 472 & 5226	Tech 3				
Rowley Debris Basis	Tech 2		Tech 2		Tech 2
Santa Susana Creek	Tech 2		Tech 2		Tech 2
Sombrero Debris Basin		Tech 1		Tech 1	
Stetson Canyon Channel		Tech 1		Tech 1	
Tujunga Wash Central Branch		Tech 2		Tech 2	
Wilbur Creek		Tech 3			
Wilbur Creek East Branch		Tech 3			
Wilson Canyon Channel		Tech 3			
Zachau Channel		Tech 3			

The above table of channel surveys is an estimate only. Channels will be surveyed and graffiti abated based on location, access, recidivism, weather, complaints and police reports. The above is only an estimate of a sample week.

QUALITY ASSURANCE PROGRAM

SAFETY PROCEDURES

The safety and well being of all Contractors' employees and the citizens in general are our primary concern. All work undertaken conforms to all rules, regulations, ordinances and statutes of the City, County, State and Federal Governmental offices. All proper traffic control methods are utilized, as required on the public right-of-way, with flashing arrow boards, cones and barricades. The concern is also for the public at large, as we will be working closely with those affected by the graffiti. **GRAFFITI CONTROL SYSTEMS** has already developed, had approved, and has a working module of the Safety Program as mandated by SB 198, which is available for review by any city agency. For those anticipated chemicals and products to be utilized on this program, we have included MSDS sheets in the attachments. All vehicles carry first aid kits, fire extinguishers, MSDS sheets, and BMP protocols for the services we will be performing.

COMMUNICATION & JOB TRACKING

All work orders and requests for service, whether they are emailed, faxed or called into our office through our 800 line, are imputed by our office support staff. Job orders are written up, imputed into the computer and tracked through the entire process until completion. GCS created the first comprehensive database for entering annotating, searching and retrieving all requests for service, irrespective of the source. These are then compiled into a report sent each month to the Program Manager and Accounting Department. Our billing follows universally accepted protocols for accounting practices. Every employee assigned to County work is separately tracked (as are all staff technicians), so that all contract time and material is properly accounted and imputed. In the very rare instance that an assigned County Technician is sent to a non-county project (special weekend assignment), those hours and costs are never assigned to, or added onto the County Database.

TRAINING PROGRAM

All staff members must attend and pass a comprehensive in-house training program, prior to being qualified for as a Graffiti Abatement Technician. Prior to beginning work, and immediately after hiring, the personnel record is examined to substantiate all submitted facts and information. A voluntary drug test is administered and forms are signed allowing random drug tests during employment. Driving record is examined for any noticeable failings. Once the preliminary, administrative work is completed, the employee is issued uniforms, gloves, safety goggles, hard hat, safety vest, rubber boots, and Employee Manual, and several guides to equipment and procedures. Some of this is "homework", and must be completed before formal training begins at our offices, and then the job site. The training is usually broken down into six distinct areas, though there may be some overlapping:

- 1) *Safety and operating procedures for high pressure washers*
- 2) *Safety and operating procedures for gas powered spray equipment*
- 3) *Safe vehicle operating procedures and included emergency/safety equipment*
- 4) *Graffiti removal techniques on 12 different types of surfaces*
- 5) *Use of chemicals, reading an MSDS, emergency procedures and BMPs*
- 6) *Public relations, expected behavior, image and dealing with the public*

The training process, both in the office with a veteran supervisor and out in the field, takes two weeks, before a new hire is allowed to work solo, but still supervised.

GRAFFITI CONTROL SYSTEMS - FLOOD CONTROL CHANNEL MAINTENANCE Daily Work Report

Supervisor:

Day:

Date:

Safety Meeting Held:

Employees Safety Equipped:

Work Order Number:

District:

PERSONNEL	TIME ON SITE	TIME OFF SITE	Area Limits of Graffiti		Square Feet Done	Thomas Guide

EQUIPMENT/ SUPPLIES USED

EQUIPMENT	PAINT & SUNDRIES

WORK PERFORMED

FACILITY	SELF SURVEYED - COUNTY REPORTED - CITIZEN COMPLAINT

Work order completed:

YES

NO

**G R A F F I T I
C O N T R O L
S Y S T E M S**

7260 Atoll Avenue
North Hollywood, CA 91605
(818) 982-8480 (800) 794-7384

Job Work Order

Flood Control Channels

Reported By	Phone	Crew	Report Taken By
Channel Name/Location		Report Date	Start Date
		Time Spent	Completion Date
Notes	Station No.	Misc.	

Graffiti Location: (Check all that apply)

<u>Channel</u>	<u>Access Road</u>	<u>Horizontal</u>	<u>Miscellaneous</u>
<input type="checkbox"/> Slope -Left	<input type="checkbox"/> Wall	<input type="checkbox"/> Steps	<input type="checkbox"/> Electric Box
<input type="checkbox"/> Slope - Right	<input type="checkbox"/> Fence	<input type="checkbox"/> Curb	<input type="checkbox"/> Power Pole
<input type="checkbox"/> Side Drain Outlet	<input type="checkbox"/> Gate	<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Phone Pole
<input type="checkbox"/> Adjacent Wall	<input type="checkbox"/> Bike Path	<input type="checkbox"/> Retaining wall	<input type="checkbox"/> Bridge
<input type="checkbox"/> Channel bottom	<input type="checkbox"/> Sign(s)	<input type="checkbox"/> Gage Bldgs.	<input type="checkbox"/> Bridge Piers
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

Service Performed: (Check all that apply)

Paint
 Solvent
 Water
 Other

Size of Graffiti Area Serviced:

Height	Width	Total Sq. Ft.
--------	-------	---------------

Remarks / Notes

SUBCONTRACTORS



In the performance of the work as outlined throughout this RFP, Graffiti Control Systems will use no subcontractors. We are, as required by law and the Business and Professions Code, licensed by the Contractors State License Board with a C33 and C61, D38 and D49 license, active and current. As the largest graffiti abatement contractor in the nation, we are sufficiently funded with \$5 million in contract work, over 50 late model, specialized vehicles, over 70 bi-lingual Technicians, including 23 supervisors, specialized paint lab and 32 years of experience. This far exceeds even the closest competition.

FINANCIAL STATEMENTS

**CONFIDENTIAL; DO NOT
COPY OR DISTRIBUTE**

LICENSES

State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE


 

License Number **741322** Entity **CORP**



Business Name **WOODS MAINTENANCE SERVICES
INC DBA GRAFFITI CONTROL
SYSTEMS**

Classification(s) **C61/D52 C33 C61/D38**

Expiration Date **10/31/2007**



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE


 

License Number **745689** Entity **CORP**

Business Name **WOODS MAINTENANCE SERVICES
INC DBA HYDRO PRESSURE
SYSTEMS**

Classification(s) **C33 C61/D38 C61/D49 C61/D63**

Expiration Date **02/29/2008**



Active & Current Contractor Licenses

INSURANCE

Please see attached pages.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2007

PRODUCER SOUZA INSURANCE AGENCY
1250 Avenida Acaso, Suite H, 2nd Floor
Camarillo, CA 93012

(805) 389-7969
123 456

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

INSURED Woods Maintenance Service, Inc.

7260 Atoll Ave.
North Hollywood, CA 91605

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mid-Century Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ 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 \$ _____ \$ _____ \$ _____ \$ _____								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	A0927-11-68	9/1/2007	9/1/2008	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													

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

Named Insured: Woods Maintenance Services, Inc.
dba Hydro Pressure Systems
dba Graffiti Control Systems

CERTIFICATE HOLDER

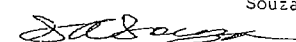
County of Los Angeles Dept of Public Works
Administrative Services
PO Box 1460
Alhambra, CA 91802-2450

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Steven A. Souza

Souza



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2007

PRODUCER (818)316-0999 FAX (818)316-0990
Scanlon, Guerra, Jacobsen & Burke Ins. Brokers
License# 0782266
P.O. Box 749
Woodland Hills, CA 91365-0749

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

INSURED Woods Maintenance Services Inc
DBA: Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8277122	05/01/2007	05/01/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						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 AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is named as additional insured per form GECA 701 (09/04).

Subject to policy terms, conditions, limitations & exclusions. *10 day NOC for non-payment of premium.

CERTIFICATE HOLDER

County of Los Angeles
Dept of Public Works
P.O. Box 7508
Alhambra, CA 91802

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jaclyn Mathias/JSC

Jaclyn Mathias

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/06/06
PRODUCER Bell-Anderson Ins-Bellevue C/L P. O. Box 40509 11201 S. E. 8TH ST., SUITE 100 Bellevue, WA 98015-4509	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Woods Maintenance Services, Inc. DBA: Graffiti Control DBA: HydroPressure Syst 7260 Atoll Avenue North Hollywood, CA 91605	INSURERS AFFORDING COVERAGE INSURER A: American States Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		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	01CC35100190	12/09/06	12/09/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	01XS12597810	12/09/06	12/09/07	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

The County of Los Angeles, their Agents, Officers and Employees are additional insured for general liability, but only if required by written contract or written agreement per endorsement # CG 8674 (10/02).

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James H. Smith

SMA

RECORD KEEPING

PAYROLL & ACCOUNTING

Graffiti Control Systems, with a staff three times that of its next nearest competitor, has always sought out the most efficient, cost effective and professional services, products and methodologies in conducting its business as we enter our 4th decade of operation. We conducted an exhaustive search in an effort to secure the very best in payroll services. Any one, or any firm can add up time cards. We wanted more.

We engaged ADP, the nation's oldest and largest provider of payroll and business services. From the Auto Pay Program we have engaged which allows us access to their database to input hours, wages, deductions; to the use of Avert, the information based business service to get almost instantaneous reports on employees and prospective hires.

Our clients are very important to us, and we make every effort to verify not only the identity and ability of our staff, but to ascertain any criminal or negative reports that may have been overlooked. This, coupled with our DMV Driver Pull Program, assures we are getting the best of the best.

County assigned personnel annotate their hours by signing in on a weekly time sheet. This sheet lists their name, week worked, time arrived at office, time arrived on job, break time, lunch break, time left job site and time arrived back at office. All Supervisors are responsible for collecting the weekly time sheets, verifying the information, signing the bottom along with the employee, verifying the accuracy of the information. These sheets are then manually entered to the self-correcting database for payroll. This is usually completed by Wednesday, and payroll is generated and delivered to our offices on Thursday for the prior weeks work. Holidays are preset, as well as accrued vacation time. For those employees with multiple pay rates, Auto Pay takes that into account and hours, deductions, loans, reimbursement and overtime can be placed in any of the predefined fields, so there is no "accidentally" shorting an employee. If a holiday falls on a Thursday or Friday, Accounting will generate the payroll one day early.

ADP also provides all Certified Payroll Reports for all of our contracts, so that there is no error or guesswork with employees, correct payroll amounts and deductions. These are submitted monthly to the County with a cover sheet verifying the information signed by the President.

In addition to the "honor" system, GCS has Supervisors out in the field seven days per week. This not only verifies that staff technicians are on the job, doing when they are contracted to do, but allows us the time to do Quality Control. Supervisors are armed with printouts of the prior days (weeks) work and have the opportunity to not only check current jobs, but to verify the completion of previous

assignments. When Supervisors cannot make it to a particular site that day, vehicles are equipped with roof mounted Teletrac GPS Systems, that allow us to monitor the exact location of any of the vehicles at any time.

CO. FILE DEPT. CLOCK NUMBER 070
SWD 000193 900800 0036345883 1

Earnings Statement



HYDRO PRESSURE SYSTEMS
GRAFFITI CONTROL SYSTEMS
7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 91605

Period Beginning: 10/01/2007
Period Ending: 10/07/2007
Pay Date: 10/12/2007

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 1
CA: 1

Social Security Number: XXX-XX-8188

<u>Earnings</u>	<u>rate</u>	<u>hours</u>	<u>this period</u>	<u>year to date</u>
Regular	11.8400	40.00	473.60	17,761.28
Overtime				135.00
Bonus				200.00
Gross Pay			\$473.60	18,096.28

<u>Deductions</u>	<u>Statutory</u>		
Federal Income Tax	-46.41		1,876.21
Social Security Tax	-29.36		1,121.97
Medicare Tax	-6.87		262.40
CA State Income Tax	-7.26		272.85
CA SUI/SDI Tax	-2.84		108.58
Other			
Gas			-260.00
Adjustment			
Gas		+20.00	
Net Pay			\$400.86

Your federal taxable wages this period are \$473.60

HOURS		EARNINGS		GROSS	STATUTORY DEDUCTIONS		VOLUNTARY DEDUCTIONS		NET PAY
Reg	O/T	Reg	O/T		Federal	State/Local			Check#
40.00		473.60		473.60	46.41 FIT 29.36 SS 6.87 MED	7.26 CA 2.84 CA SUI/DI	20.00- S GAS		36345883
40.00	8.00	450.00	135.00	585.00	63.12 FIT 36.27 SS 8.49 MED	12.58 CA 3.51 CA SUI/DI			36345884
35.00		332.50		332.50	15.44 FIT 20.61 SS 4.82 MED	.56 CA 1.99 CA SUI/DI			36345885
40.00		440.00		440.00	2.46 FIT 27.28 SS 6.38 MED	2.64 CA SUI/DI			36345886
36.00		426.24		426.24	39.31 FIT 26.43 SS 6.18 MED	5.36 CA 2.56 CA SUI/DI			36345887
35.00		376.25		376.25	22.24 FIT 23.33 SS 5.46 MED	3.67 CA 2.26 CA SUI/DI	319.29 X CHK		Voucher# 410023
36.00		426.24		426.24	1.09 FIT 26.43 SS 6.18 MED	2.55 CA SUI/DI			36345888
36.00		426.24		426.24	1.09 FIT 26.43 SS 6.18 MED	2.56 CA SUI/DI			36345889
298.00 REG 8.00 O/T .00 HOURS 3 .00 HOURS 4		3,351.07 REG .00 EARNINGS 3 .00 EARNINGS 5	135.00 O/T .00 EARNINGS 4 3,486.07 GROSS		191.16 FIT 216.14 SS 50.56 MED 29.43 STATE 20.91 SUI/DI		299.29 TOTAL DEDUCTIONS		8 Pays 2,678.59

LYSIS:

29.43 25 CA
20.91 25 CA SUI/DI

WOODS MAINTENANCE

Company Code: SWD

Batch : 0565-070 Period Ending : 10/07/2007 Week 41
Pay Date : 10/12/2007 Page 14

roll Register

SAMPLE TIME CARDS

Name 325

Week Ending 10/22/07 - 10/28/07

No. 277

Name _____
Week Ending 10/22/07 - 10/28/07

Day	IN		OUT		Hrs. @	Hrs. @	Hrs. @	Hrs. @
	IN	OUT	IN	OUT				
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								

S.D.I.	_____	Reg. Time	_____
F.I.C.A.	_____	Overtime	_____
Fed. W.H. Tax	_____	Dbl. Time	_____
St. W.H. Tax	_____		

TOTAL DEDUCTIONS \$	_____
NET AMOUNT \$	_____

Day	IN		OUT		Hrs. @	Hrs. @	Hrs. @	Hrs. @
	IN	OUT	IN	OUT				
MONDAY								
TUESDAY								
WEDNESDAY								
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								

S.D.I.	_____	Reg. Time	_____
F.I.C.A.	_____	Overtime	_____
Fed. W.H. Tax	_____	Dbl. Time	_____
St. W.H. Tax	_____		

TOTAL DEDUCTIONS \$	_____
NET AMOUNT \$	_____

COUNTY STAFFING PLAN / TIME SHEET

WEEK OF: _____

NAME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL HOURS	SIGNATURE
WEST FLOOD CONTROL CHANNELS									
EMPLOYEE 1	6:00	2:00	6:00	2:00	6:00	2:00	6:00	2:00	40
	AM	PM	AM	PM	AM	PM	AM	PM	
EMPLOYEE 2	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	
EMPLOYEE 3	6:00	2:00	6:00	2:00	6:00	2:00		2:00	
	AM	PM	AM	PM	AM	PM		PM	
FLORENCE / FIRESTONE									
EMPLOYEE 1	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	
EMPLOYEE 2	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	
EMPLOYEE 3	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	
EMPLOYEE 4	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	
WHITTIER BOULEVARD									
EMPLOYEE 1	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	
EMPLOYEE 2	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	
EMPLOYEE 3	6:00	2:00	6:00	2:00	6:00	2:00		2:00	40
	AM	PM	AM	PM	AM	PM		PM	

FORMS LIST

(PW & LW Forms)

Please see attached pages.

VERIFICATION OF PROPOSAL

DATE: 10/26, 2007		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: BARRY K. WOODS			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: PRESIDENT			
PROPOSER INFORMATION			
6. Proposer's full legal name: WOODS MAINTENANCE SERVICES		Telephone No.: (818) 503-8240	
Address: 7260 ATOLL AVE, NORTH HOLLYWOOD, CA 91605		Fax No.: (818) 764-2516	
e-mail:	County WebVen No.: 05696501	IRS No.: 95-4643637	Business License No.: LR490196-96
7. Proposer's fictitious business name(s) or dba(s) (if any): GRAFFITI CONTROL SYSTEMS ; HYDRO PRESSURE SYSTEMS			
County(s) of Registration: LOS ANGELES		State: CA	Year(s) became DBA: 1975 / 1991
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 7260 ATOLL AVE., NH. CA 91605		
	State of incorporation: CALIFORNIA		Year incorporated: 1997
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) BARRY K. WOODS	Title PRESIDENT	Phone (818) 764-2515	Fax (818) 764-2516
Street 7260 ATOLL AVE	City NORTH HOLLYWOOD	State CA	Zip 91605
Name(s) DIANE W. WOODS	Title SECRETARY	Phone (818) 764-2515	Fax (818) 764-2516
Street 7260 ATOLL AVE	City NORTH HOLLYWOOD	State CA	Zip 91605
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:		<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: Barry K Woods			Date: 10/26/07
Type name and title: BARRY K. WOODS - PRESIDENT			

SCHEDULE OF PRICES

FOR

GRAFFITI REMOVAL AT WEST AREA FLOOD CONTROL FACILITIES
(2007-PA0049)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, overtime, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
GRAFFITI REMOVAL AT WEST AREA FLOOD CONTROL FACILITIES	\$15,800 ⁰⁰	\$189,600 ⁰⁰

LEGAL NAME OF PROPOSER WOODS MAINTENANCE SERVICES INC - GRAFFITI CONTROL SYSTEMS		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL Benny K Woods		
TITLE OF AUTHORIZED PERSON PRESIDENT		
DATE OCTOBER 26, 2007	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE C33, C61, D138
PROPOSER'S ADDRESS: 7260 ATOLL AVE WORTH HOLLYWOOD, CA 91605		
PHONE (818) 503-8240	FACSIMILE (818) 764-2516	E-MAIL

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: GRAFFITI CONTROL SYSTEMS			
Company Address: 7260 ATOLL AVE			
City: NORTH HOLLYWOOD	State: CA	Zip Code: 91605	
Telephone Number: (818) 503-9240			
(Type of Goods or Services): GRAFFITI ABATEMENT			

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

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

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

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

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

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

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

Part II: Certification of Compliance

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

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

Print Name: BARRY K. WOODS	Title: PRESIDENT
Signature: <i>Barry K Woods</i>	Date: October 26, 2007

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)
 SERVICE BY PROPOSER WOODS MAINTENANCE SERVICES, GRAFFITI CONTROL SYSTEMS
 PROPOSAL DATE: OCTOBER 26, 2007

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	60	58	61	58	61	298	61
2. Total dollar amount of Contracts (in thousands of dollars).	4.2 Million	3.6	3.9	4.4	4.3	20.4	3.7
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

BARRY K. WOODS
 Name of Proposer or Authorized Agent (print)

Barry K Woods
 Signature

10/26/07
 Date

CONFLICT OF INTEREST CERTIFICATION

I, BARRY K. WOODS

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

of WOODS MAINTENANCE SERVICES - GRAFFITI CONTROL SYSTEMS
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed Barry K WoodsDate OCTOBER 26, 2007

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT: PLEASE SEE	
TELEPHONE: REFERENCE LIST	
FAX: AND LETTERS	
E-MAIL: IN "ATTACHMENTS"	

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

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

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

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

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

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	WOODS MAINTENANCE SERVICES - GRAFFITI CONTROL SYSTEMS
Address	7260 ATOLL AVENUE
Internal Revenue Service Employer Identification Number	95-4643637

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	WOODS MAINTENANCE SERVICES	
Authorized representative	BARRY K. WOODS	
Signature	Barry K. Woods	Date 10/26/07

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
NONE			
PLANNED			
NOR			
ANTICIPATED			

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **WOODS MAINTENANCE SERVICES, GRAFFITI CONTROL SYSTEMS**
 My County (WebVen) Vendor Number: **05696501**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 75						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			20	3	43	4
Asian or Pacific Islander						
American Indian						
Filipino			1		1	
White	1	1				

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: Benny K Woods	Title: PRESIDENT	Date: 10/26/07
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GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

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

Signature <i>Benny K Woods</i>	Title <i>PRESIDENT</i>
Firm Name <i>GRAFFITI CONTROL SYSTEMS</i>	Date <i>October 26, 2007</i>

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title: N/A	Project No.

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

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

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

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

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

WOODS MAINTENANCE SERVICES, GRAFFITI CONTROL SYSTEMS

Company Name

7260 ATOLL AVENUE, NORTH HOLLYWOOD, CA 91605

Address

95-4643637

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Barry K Woods
Signature

October 26, 2007
Date

BARRY K. WOODS - PRESIDENT
Name and Title (please type or print)

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. **Compliance Certification.** An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. **Contractor Standards.** An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer

may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999: Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 **Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

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COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

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

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

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

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

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

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

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

- Either the contractor or the employees= collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.
- Health Plan Company Name(s): _____
- Company Insurance Group Number(s): _____
- Health Premium Amount Paid by Employer: _____
- Health Premium Amount Paid by Employee: _____
- Health Benefit(s) Payment Schedule:
- Monthly Quarterly Bi-Annual
- Annually Other (Specify): _____
- Neither the contractor nor the employees= collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: WOODS MAINTENANCE SERVICES, INC.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: Barry K Woods	DATE: OCTOBER 26, 2007
PLEASE PRINT NAME: BARRY K WOODS	TITLE OR POSITION: PRESIDENT

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. CHECK EACH APPLICABLE BOX.

LIVING WAGE ORDINANCE:

[X] I have read the County=s Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

[X] I have read the provisions of the RFP describing the County=s Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

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

- [X] The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; OR
[] The Firm HAS been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

- [X] There HAS BEEN NO determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
[] There HAS BEEN a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- [X] The Firm HAS NOT been debarred by any public entity during the past ten years; OR
[] The Firm HAS been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

[Signature]
Owner=s/Agent=s Authorized Signature

BARRY K. WOODS - PRES
Print Name and Title

GRAFFITI CONTROL SYSTEMS
Print Name of Firm

OCTOBER 26, 2007
Date

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

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

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

Print Name of Firm: WOODS MAINTENANCE SVCS	Print Name of Owner:
Print Address of Firm:	Owner=s/AGENT=s Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number: NONE
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p>	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10% Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20% Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14% Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

* A Labor Law/Payroll Violation includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- A Accuracy in self-reporting by proposer
- A Health and/or safety impact
- A Number of occurrences
- A Identified patterns in occurrences
- A Dollar amount of lost/delayed wages
- A Assessment of any fines and/or penalties by public entities
- A Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

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

Proposer: WOODS MAINTENANCE SERVICES, GRAFFIN CONTROL SYSTEMS

Name of Proposer's Health Plan: NONE Date: 10/26/07

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

LW-7 – PROPOSER’S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after ___ days of employment.
- Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 0 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 0 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 5 DAYS.

COST METHODOLOGY FOR CONTRACT: Graffiti Removal at West Area Flood Control Facilities (2007-PA049)

PROPOSER: GRAFFITI CONTROL SYSTEMS

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURLY WAGE RATE	ANNUAL COST		
	SUN	MON	TUE	WED	THU	FRI	SAT				
GRAFFITI TECH		000	000	000	000	000	000	40	2080	12.00	\$ 24,960
GRAFFITI TECH		000	000	000	000	000	000	40	2080	12.00	\$ 24,960
GRAFFITI TECH		000	000	000	000	000	000	20	1040	12.00	\$ 12,480
SUPERVISOR		3	3	3	3	3	3	9	468	17.00	\$ 7,956
QUALITY CONTROL REP		1	1	1	1	1	1	3	156	19.00	\$ 2,964
OFFICE STAFF								5	260	36.00	\$ 9,360
											\$
											\$
											\$
											\$
Comments/Notes:											
Total Annual Salaries											\$ 82,680
(1) Vacations, Sick Leave, Holiday											\$ 3,180
(2) Health Insurance **											\$ -
(3) Payroll Taxes & Workers' Compensation											\$ 38,637
(4) Welfare and Pension											\$ -
Total Annual Employee Benefits (1+2+3+4)											\$ 41,817
(5) Equipment Costs											\$ -
(6) Service and Supply Costs											\$ 31,300
(7) General and Administrative Costs											\$ 6,800
(8) Profit											\$ 27,003
Total Annual Other Costs (5+6+7+8)											\$ 65,103
TOTAL ANNUAL PRICE											\$ 189,600

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.
 ** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach a sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1. TIME SHEET AND TIME CARDS</p> <p>1.2 - JOB DEPENDENT, SOME REPORT DIRECTLY TO JOB SITE, WHILE OTHERS, REPORT TO OFFICE ON DAILY BASIS</p> <p>1.3. THOSE THAT REPORT TO OFFICE LOCATION BEGIN SHIFT AT THAT TIME.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. SOME COMBINATION OF THE ABOVE. SOME STAFF WILL CHECK IN VIA PHONE, OTHERS WITH MUNICIPAL PERSONNEL, WHILE OTHERS SIGN IN ON SHIFT LOGS + VERIFIED BY SUPERVISOR.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH COPIES OF THESE RECORDS.</u></p>	<p>3.1. TIME SHEETS AND/OR TIME CARDS</p> <p>3.2. TIME SHEETS AND/OR TIME CARDS</p> <p>3.3. DAILY</p> <p>3.4. JOB DEPENDENT. SOME ARE MAINTAINED BY EMPLOYEE, OTHER BY SUPERVISOR AND IF DISPATCHED FROM CORPORATION - BY OFFICE STAFF</p> <p>3.5. PAYROLL CLERK VERIFIES RECORDS + RECONCILES WITH ICHSAS, SUPERVISOR REPORT AND STAFF SCHEDULE</p> <p>3.6. USUALLY MAINTAINED FOR 1 YR.</p> <p>3.7. YES</p> <p>3.8. PLOTTED AND UNDER "RECORD KEEPING"</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

- 4.1. NONE
- 4.2. Payroll clerk checks & verifies all payroll docs
- 4.3. yes
- 4.4. Payroll clerk verifies with project supervisor & verifies with written report

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

- 5.1. self administered. Most staff work with only limited supervision and are responsible for meal & rest breaks
- 5.2. NO
- 5.3. -

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1. Please see separate Payroll Record Keeping report</p> <p>6.2. Payroll Service on weekly basis</p> <p>6.3. Single instrument</p> <p>6.4. all legally mandated information - deductions, vacation, Reimbursement, Credit Union, taxes, OT, benefits, etc... Please see attached.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

7. N/A

QUESTION

7. MANUAL PAYROLL SYSTEM

- 7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
- 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

8. AUTOMATED PAYROLL SYSTEM

- 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

- 8.1. TIME SHEETS ARE VERIFIED + TOTALLED. CORRECT HOURS AND PAY RATES ARE ENTERED INTO ACP COMPUTER SYSTEM
- 8.2. EACH CONTRACT HAS A PAY RATE AND SHIFT | PAYROLL REPORTS DELINEATE HOURS @ EACH RATE
- 8.3. PRE-SET CALCS.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1. is dispatched from office - all travel time is paid at standard rate (per diem to per diem)</p> <p>9.2. at the rate of the current being performed</p> <p>9.3.</p> <p>a) does not happen.</p> <p>b) all work computed at LW, incl. travel time.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 using federal & state mandated guidelines for work over 40 hrs</p> <p>10.2. Calculated OT on rate that exceeded limits</p>

DATED: 10/26/02

PROPOSER'S SIGNATURE: 

SUBCONTRACTORS' FORMS LIST

Graffiti Control Systems will not be using any subcontractors on this project, therefore, there is no need for a Forms List for the Subcontractors.

LIVING WAGE ORDINANCE

Graffiti Control Systems does NOT wish to file for an exemption to the Living Wage Ordinance. Graffiti Control Systems will abide by the minimum of \$11.84 per hour.

TRANSISTIONAL JOB OPPORTUNITIES

Graffiti Control Systems does not wish to be certified by Public Works as a Transitional Job Opportunity vendor.

ADDITIONAL INFORMATION

Please see Attachments on the following pages.

ATTACHMENTS



**COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 780
Los Angeles, California 90012
(877) 669-CBES / FAX (626) 457-3112
TDD (626) 293-5708
Website: <http://oaac.co.la.ca.us>

Address all correspondence to:
CONTRACT COMPLIANCE
1000 S. Fremont Avenue
Building A-9 East, 1st Floor
Mail: Unit #24
Alhambra, CA 91803-8862

Dennis A. Tafoya
Director

September 07, 2006

BARRY K WOODS
WOODS MAINTENANCE SERVICES INC
GRAFFITI CONTROL 7260 ATOLL AVENUE
NORTH HOLLYWOOD, CA 916054104

Vendor #: 05696502

Dear BARRY K WOODS:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until April 30, 2009 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

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

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at <http://oaac.co.la.ca.us/SBEMain.htm> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA
DIRECTOR

OZIE L. SMITH
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"



PROCUREMENT DIVISION

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400 * PO Box 989052

West Sacramento, California 95798-9052 * (800) 559-5529

SB APP 20060727

July 27, 2006

REF# 0023503
WOODS MAINTENANCE SERVICES INC
7260 ATOLL AVE
NORTH HOLLYWOOD CA 91605-4104

Dear Business Person:

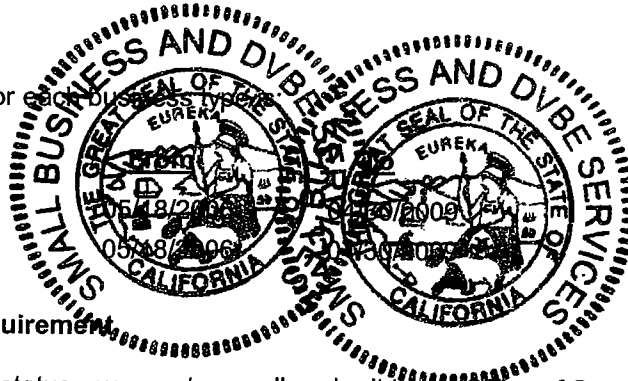
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business year is:

Industry

CONSTRUCTION
SERVICE



Annual Submission Requirements

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Services (OSDS), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDS, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintaining Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

Reporting Business Changes

You must notify OSDS of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDS.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

Proof of Eligibility

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

If you have any questions, please contact me at 800.559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDS receptionist), by e-mail cleta.gidcumb@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,



Cleta Gidcumb
Certification Officer
Office of Small Business and DVBE Services

**Standard Industrial Classification (SIC) Code(s)
Certification Approval Attachment**

You selected the following Standard Industrial Classification (SIC) codes and/or contractor's license classifications to describe your firm's business:

***Construction firms are classified by their California contractor's license classification(s).**

<u>Industry</u>	<u>4-Digit SIC Code*</u>	<u>SIC Code Description</u>
CONSTRUCTION	C-33	Painting and Decorating
	D-38	Sand and Water Blasting
	D-49	Tree Service
	D-63	Construction Clean-up

BOARD OF PUBLIC WORKS
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CITY OF LOS ANGELES
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ANTONIO R. VILLARAIGOSA
MAYOR

BOARD OF PUBLIC WORKS
OFFICE OF COMMUNITY
BEAUTIFICATION

ROOM 356, CITY HALL
200 N. SPRING STREET
LOS ANGELES CA 90012

PAUL K. RACS
DIRECTOR
(213) 978-0229

GENERAL INFORMATION
(213) 978-0228
FAX: (213) 978-0241

March 10, 2006

To Whom It May Concern:

Woods Maintenance Services, Inc. (Graffiti Control Systems) has been a service provider to the City of Los Angeles for over 20 years. As a graffiti abatement contractor, they are professional, thorough and responsive, with a keen eye for detail, and customer service.

In addition to supplying roving patrols throughout the city eradicating graffiti, the Office of Community Beautification has entrusted the cleaning and protection of city murals, and all high graffiti abatement to their care and expertise.

Barry Woods and the entire management staff have been quick to volunteer time, material and equipment to beautification projects for the City, without a second thought.

I would, without hesitation or reservation, recommend Graffiti Control Systems for any municipal work under consideration as an example of outsourcing at its finest. Should you desire additional information, please feel free to contact me at 213-978-0229.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Racs", written in a cursive style.

Paul Racs, Director
Office of Community Beautification
City of Los Angeles, Board of Public Works



Community Development Department

City of Tustin

300 Centennial Way
Tustin, CA 92780
714.573.6100

February 21, 2006

To Whom It May Concern:

This is a letter of recommendation for Graffiti Control Systems, who currently provide graffiti removal services for the City of Tustin.

Graffiti Control systems has provided graffiti removal services to the City of Tustin since 1993. They have performed exceptionally well in conjunction with City staff in removing reported and observed graffiti from both, public and private facilities. Their staff is cordial and helpful. There have been several occasions in which their services were needed on an expedited basis and the staff of Graffiti Control Systems made extraordinary efforts to accommodate City staff in these situations.

I therefore recommend Graffiti Control Systems based on their history of performance for the City of Tustin.

Please feel free to contact me if you have further questions, I can be reached at (714) 573-3134.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Wiesinger".

George Wiesinger
Code Enforcement Officer



CITY OF SOUTH PASADENA

PUBLIC WORKS DEPARTMENT
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: 626.403.7240 • FAX: 626.403.7241
WWW.CI.SOUTH-PASADENA.CA.US

February 8, 2006

Barry Woods, President
Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

Letter of Recommendation
Graffiti Removal Program

The City of South Pasadena Public Works Department manages the Graffiti Removal Program for the residents and businesses in the City of South Pasadena. We have been fortunate to utilize the services provided by Barry Woods and Graffiti Control Systems.

The graffiti removal service is efficient and provides for specialized removal techniques for all vandalized surfaces using expert color-matching, chemical or soda blasting techniques for delicate structures.

Our relationship with Graffiti Control Systems goes back some twelve years now and we have had no incident that has been too large or difficult to manage.

We would recommend Graffiti Control Systems to any agency in need of an efficient program to remove graffiti and provide safety and security to its residents.

Sincerely,

Diana Harder
Public Works Assistant

City of South Pasadena
Public Works Department



CITY OF GLENDALE, CALIFORNIA
Public Works Department
MAINTENANCE SERVICES DIVISION

541 W. Chevy Chase Drive
Glendale, California 91204-1813
(818) 548-3950 Fax (818) 547-0637
www.ci.glendale.ca.us

February 13, 2006

To Whom It May Concern:

The City of Glendale has had a contract with Woods Maintenance Services (HPS/GCS) for the past four years. The services provided have been; graffiti removal, gum removal, weekend porter service, and sidewalk sweeping and cleaning.

The city has found that Woods Maintenance Service has provided excellent service throughout this contract. The staff is very professional, from the supervisors and office staff to the workers on site. The work is performed in a timely fashion with a great attention to detail. In addition, the response time for special requests, or emergency services has also been exemplary.

I have found that Barry Woods and the staff at Woods Maintenance Service have provided our city with truly first-rate service, and I am pleased to recommend them without reservation. If I can be of further assistance, do not hesitate to call me at (818) 548-3950.

Sincerely,

City of Glendale Public Works
Maintenance Service Division
Streets Maintenance Supervisor
Ray Torres

Street & Field Services

Street ♦ Sidewalk ♦ Forestry ♦ Sewer ♦ Storm Drains ♦ Traffic Signs ♦ Street Sweeping ♦ Parking Meters





Public Works Department

CITY OF CULVER CITY

9505 West Jefferson Boulevard, Culver City, California 90232

(310) 253-6420

FAX (310) 253-6430

Heustace Lewis
Public Works
Maintenance Operations
Manager

March 16, 2006

Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

Letter of Recommendation

As the Maintenance Manager of the City of Culver City, I have worked closely with Graffiti Control Systems and consider them responsive to the graffiti removal needs of the City of Culver City. We have held a contract with Graffiti Control Systems for ten (10) years. We would recommend them for the service of graffiti removal. Caesar, an employee of Graffiti Control Systems, has proven to be responsible in showing up every day.

If you have any questions, please feel free to call me at (310) 253-6420.

Thank you.

Sincerely,

Heustace Lewis
Public Works
Maintenance Operations Manager



City of Diamond Bar

21825 Copley Drive • Diamond Bar, CA 91765-4178

(909) 839-7000 • Fax (909) 861-3117

www.CityofDiamondBar.com

February 23, 2006

To Whom It May Concern,

Graffiti Control Systems has been providing professional graffiti removal services to the City of Diamond Bar since 1993. They have always done an excellent job and it is my pleasure to provide this letter of recommendation.

Barry Woods and his staff are always professional, eager to help and enthusiastic about their work.

If I can be of any further assistance, please feel free to contact me at 909.839.7061.

Respectively,

Bob Rose
Director of Community Services

Carol Herrera
Mayor

Bob Zirbes
Mayor Pro Tem

Wen P. Chang
Council Member

Jack Tanaka
Council Member

Steve Tye
Council Member



Metro

February 9, 2006

To whom it may concern:

It is my pleasure to provide a recommendation for Woods Maintenance Company who has provided exceptional service to LACMTA (Metro) for the past 8 years.

Woods has provided graffiti abatement, trash and debris removal, and mechanical weed abatement service for Metro's properties through out Los Angeles County.

The Woods Companies have demonstrated continually to possess the required licenses, equipment, tools, and qualified personnel to handle multiple contracts for Metro properties. Their management team has provided quick response service, detailed work, and as a company they possess a proactive attitude that divides their companies service from the rest and sets the standards for customer service.

Sincerely,

Keith Jackson
Facilities Contracts Supervisor
Los Angeles County Metro

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Robert L. Richardson
COUNCILMEMBERS
Tony Espinoza
Brett Franklin
Thomas E. Lutz
Patricia A. McGuigan
Ted R. Moreno



CITY OF SANTA ANA

PUBLIC WORKS AGENCY
220 S. Daisy Ave., M85 • P.O. Box 1988
Santa Ana, California 92702

CITY MANAGER
David N. Ream
CITY ATTORNEY
Joseph W. Fletcher
CLERK OF THE COUNCIL
Janice C. Guy

March 31, 1997

Barry Wood
Graffiti Control Systems
7260 Atoll Avenue
North Hollywood, CA 91605

RE: JOB REFERENCES


To Whom It May Concern:

Graffiti Control Systems had been under a contract for the City of Santa Ana for the years 1993 through 1996. Their average yearly contract was for \$198,000 per year.

Graffiti Control Systems provided quality work throughout the City. All the work was completed in a timely manner regardless of the quantity of work requested.

If you have any questions, please feel free to contact me at (714) 647-3309.

Sincerely,


Jim Trujillo
Street Maintenance Supervisor

JT/Reference/fjk



THE CITY OF

SAN DIEGO

NEIGHBORHOOD CODE COMPLIANCE DEPARTMENT

GRAFFITI CONTROL PROGRAM • 1970 B STREET • SUITE B • SAN DIEGO, CALIFORNIA 92102 - 1899

April 1, 1997

To Whom It May Concern:

I am happy to recommend Graffiti Control Systems to anyone considering the use of their services. They have been providing graffiti abatement services to the City of San Diego Graffiti Control Program for over four years. We have been very satisfied with their work, and we have received the same nod of approval from the Council office and community which is served by their contract.

They have done a very good job in performing to the specifications of the contract, and I feel very comfortable in recommending them to others. If you have any questions, please feel free to contact me at (619) 525-8531.

Sincerely,

Staajabu Heshimu
Graffiti Control Program Manager



DIVERSITY
BRINGS US ALL TOGETHER



LIST OF REFERENCES

GRAFFITI ABATEMENT CONTRACTS

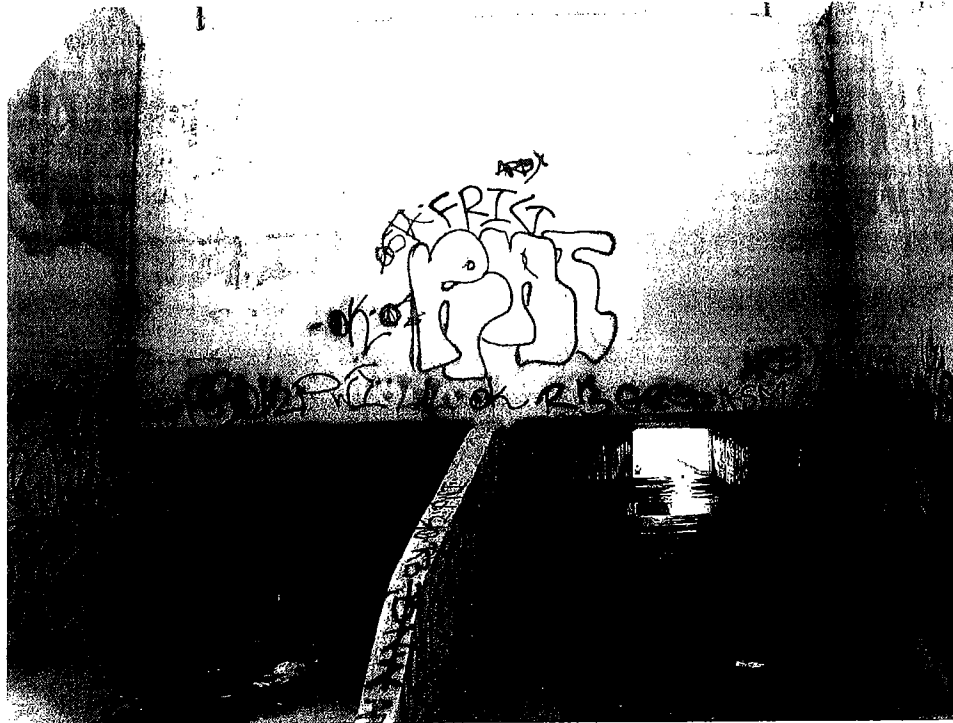
Woods Maintenance Services, Inc. and/or Graffiti Control Systems

Name of City	Year Started	Amount	Contact	Phone Number
City of Los Angeles Public Works	1984	\$413,922 per year	Paul Racs 200 N. Spring Street, #356 CH Los Angeles, CA 90012	213-978-0229
City of Los Angeles Office of Community Beautification	1984	\$475,600 per year	Paul Racs 200 N. Spring Street, #356 CH Los Angeles, CA 90012	213-978-0229
City of Tustin	1993	\$180,000 per year	George Wiesinger 300 Centennial Way Tustin, CA 92780	714-573-3135
Diamond Bar	1993	\$75,000 per year	Bob Rose 21825 Copley Drive Diamond Bar, CA 91765	909-839-7061
Los Angeles County MTA	1997	\$4,355,742 (5 year contract)	Keith Jackson One Gateway Plaza Mail Stop: 99-18-2 Los Angeles, CA 90012	213-922-8888
Los Angeles County West Area Channels	2005	\$168,000 per year	Ari Telias Los Angeles County Department of Public Works Graffiti Abatement Program	626-458-4062
City of Santa Monica	2006	\$113,100 per year	Kim Braun 1685 Main Street Santa Monica, CA 90401	310-458-8528
City of San Fernando	2006	\$136,500 per year	Robert M. Braden 117 Macneil Street San Fernando, CA 91340	818-898-1299

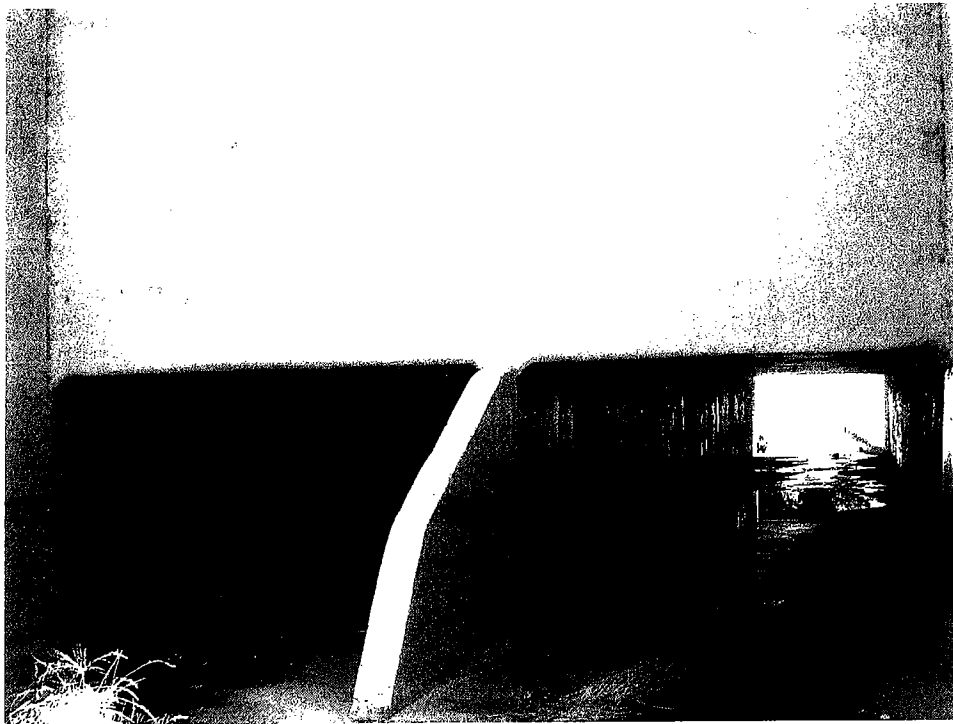
City of San Gabriel	2006	\$50,000 per year	Rita Estrada 425 South Mission Drive San Gabriel, CA 91778	626-308-2806
City of Monterey Park	2006	\$196,500 per year	Adolfo Reta 320 West Newmark Avenue Monterey Park, CA 91754	626-307-1327
Clark County, Nevada Las Vegas Resort Corridor	2005	\$258,000 per year	Russell Davis Chair, So. NV Graffiti Coalition Clark County Public Works 500 Grand Central Pky Las Vegas, NV 89155	702-455-6029
Los Angeles County Florence/Firestone	2002	\$246,000 per year	Rudy Rivera or Ricardo Gordillo 11282 South Garfield Avenue Downey, CA 90242	562-869-1176
Los Angeles County Whittier Enhancement	2003	\$228,000 per year	Rudy Rivera or Ricardo Gordillo 11282 South Garfield Avenue Downey, CA 90242	562-869-1176

	WOODS MAINTENANCE SERVICES, INC. 
	Mario Acosta is a bonafide employee of Woods Maintenance Services, Inc. and is authorized by the City of Los Angeles to perform maintenance work as required by contract. Any questions, call: 1(800)-794-7384

**Sample Employee Identification
For Contract Personnel**



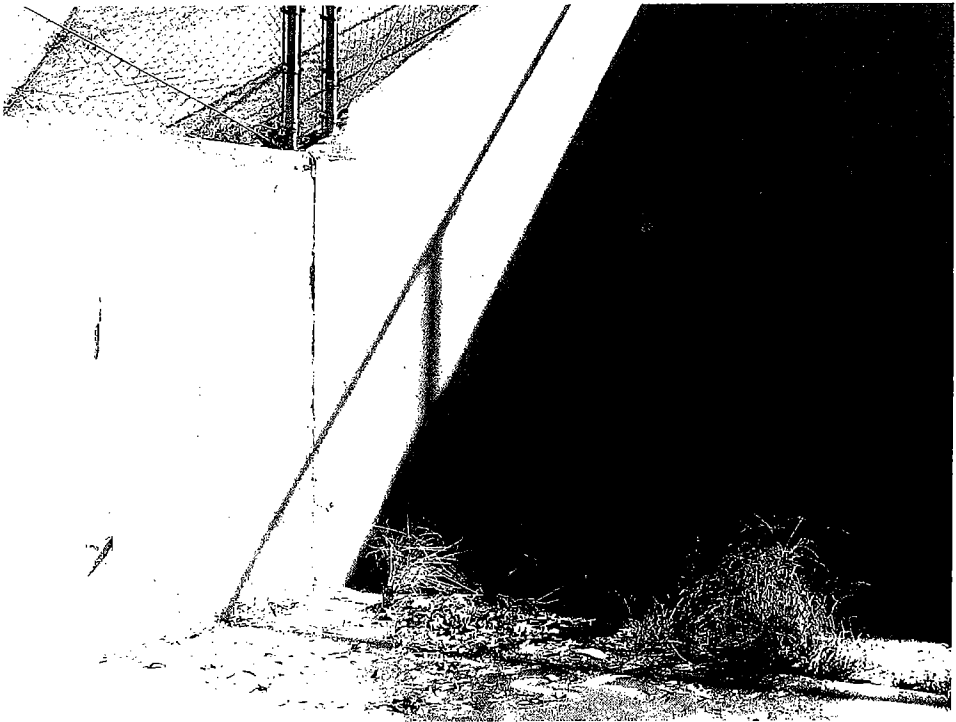
GRAFFITI IN CHANNEL - BEFORE



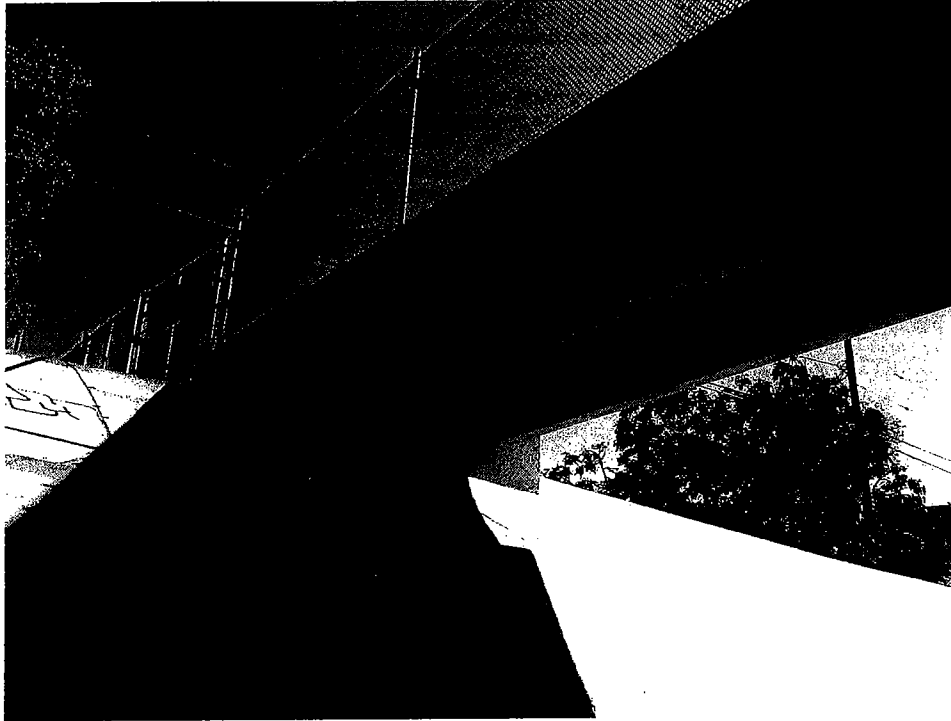
GRAFFITI AFTER ABATEMENT



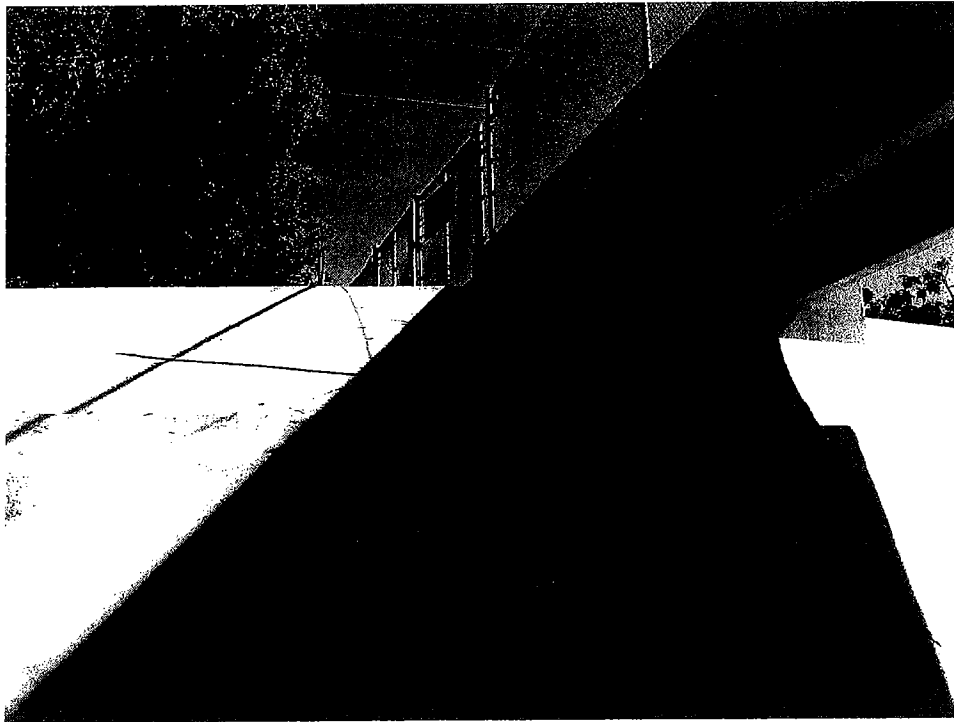
GRAFFITI IN CHANNEL - BEFORE



GRAFFITI AFTER ABATEMENT



GRAFFITI IN CHANNEL - BEFORE



GRAFFITI AFTER ABATEMENT

MATERIAL SAFETY DATA SHEET

Date Prepared: Nov. 22, 2004
Prepared By: Stewart Holyk

Infotrac.....(800) 535-5053
U.C.I. Poison Control.....(714) 634-5988

GENERAL INFORMATION

Product

ENVIRO - SAFE

Manufacturer

BHT ENTERPRISES
1380 N. Knollwood Circle
Anaheim, CA 92801
Phone: (310) 787-9106

NFPA RATING

0 = Non-Hazardous
1 = Slight Hazard
2 = Hazardous
3 = Extreme Hazard
4 = Deadly

HEALTH



Product Number

1710

Chemical Family

Hydrocarbon Blend

DOT Classification

Combustible Liquid, NOS,
NA1993, PG111

SECTION 2 - HAZARDOUS INGREDIENTS

Chemical Name	CAS Number	% By Vol.	Exposure Limits in Air ACGIH (TLV) OSHA (PEL)	
Odorless Mineral Spirits	64742-48-9	24.00%	2 PPM	2 PPM
D-lemonine 98%	5989-27-5	10.00%	150 PPM	150 PPM
2-Methyl Pyridone	7732-18-5	35.00%	100 PPM	100 PPM

SECTION 3 - HEALTH HAZARD DATA

Effects of Overexposure

- Skin:** When the concentrated form of this product comes in contact with the skin it may cause severe irritation and / or damage to the skin. There is also the possibility of defatting of the skin due to the removal of the skins natural oils.
- Eyes:** When this product comes in contact with the eyes or eyelids it may cause severe irritation and / or damage to the eyes and immediate areas.
- Ingestion:** When concentrated solutions of this product are swallowed severe discomfort and / or damage of the stomach and intestinal tract may occur.
- Inhalation:** Fumes from this product are generally considered non - toxic, and pose no safety or health threat.

First Aid Procedures

- Skin:** If skin comes in contact with product: Flush exposed area with cool water for 15 minutes. Consult a physician if irritation persists.
- Eyes:** If this product comes in contact with eyes; flush eyes with luke warm water for 30 minutes and consult a physician if irritation persists.
- Ingestion:** **DO NOT INDUCE VOMITING.** Have patient drink large amounts of milk or plain water. Consult a physician immediately.
- Inhalation:** Remove to clean atmosphere and consult physician immediately

Carcinogens

The hazardous ingredients contained in this product are NOT listed on the following regulatory lists of suspected carcinogens:
Federal OSHA, National Toxicology Program (NTP), International Agency for Reasearch on Cancer (IARC), State of California - OSHA

SECTION 4 - SPILL, LEAK, AND DISPOSAL PROCEDURES

Spill and Leak Control

- Small Spill / Leaks:** Flush area with water to an industrial sewer line.
- Large Spill / Leaks:** Contain spill with dikes of absorbant mateirals such as clay, sand, or vermiculate. This material is considered hazardous in concentrated form.

Waste Disposal

All hazardous waste must be solidified and disposed of in an EPA approved class one disposal facility. When disposing of chemicals contact local, state, and federal environmental agencies to fully understand the necessary regulations governing the disposal of chemical wastes.

SECTION 5 - FIRE AND EXPLOSION HAZARDS

Flashpoint: 178 **Testing Method:** Cleveland Closed Cup
Flammable Limits in Air: Combustible
Upper Explosion Limits: 12.0 Percent **Lower Explosion Limits:** 8.0 Percent
Fire Extinguishing Materials: Water, Sand, CO₂, Dry Foam, Halon
Special Fire Fighting Materials: None
Unusual Fire & Explosion Hazards: None
Hazardous Polymerization: Under fire conditions hazardous polymerization will not occur.

SECTION 6 - PHYSICAL DATA

Boiling Point: 212 ° F	Specific Gravity: (Water = 1.00): 1.04
Vapor Pressure: Not Appl.	Percent Volatiles: 100.0%
Vapor Density: Not Appl.	Evaporation Rate (Water = 1.00): 1.04
pH (Concentrate): N / A	pH (1% Solution): N/A

Solubility in Water: This product is emulsifiable in water.
Appearance and Odor: Clear liquid with a hydrocarbon odor.

SECTION 7 - PERSONAL PROTECTION INFORMATION

Respiratory Protection: None Required
Eye Protection: When handling any chemical product it is recommended that proper protection of the eyes be worn.
Protective Gloves: When handling any chemical product it is recommended that proper protection of the skin and hands be worn.
Other Equipment: None

SECTION 8 - SPECIAL PRECAUTIONS

- Chemicals can be hazardous if not respected. The use of proper equipment and procedures for handling chemicals are not only of benefit for their obvious uses, but can reduce the possibility of serious injury and lost time accidents.
- Keep this material away from high heat and observe proper housekeeping procedures.
- DO NOT mix chemicals unless instructed by qualified personnel.

SECTION 9 - FOOTNOTES

Sources:

- 1) Dangerous Properties of Industrial Materials; Sax, 6th Edition
- 2) Handbook of Toxic and Hazardous Chemicals and Carcinogens; Sittig, 2nd Edition
- 3) Condensed Chemical Dictionary; Hawley, 10th Edition
- 4) TLV's and Biological Exposure Indices for 1985-1986; ACGIH, 2nd Printing
- 5) Director's List of Hazardous Substances; State of California, 1st Printing
- 6) Title 29 CFR parts 1900 to 1910, Revised as of July 1, 1984
- 7) Documentation of TLV's and BEI's; ACGIH, 5th Edition
- 8) Guidelines for the selection of Chemical Protective Clothing; ACGIH, 2nd Printing
- 9) Emergency Response Guidebook; U.S. Department of Transportation, 1984 Edition

This data is furnished gratuitously independent of sale of the product and only for your investigation and independent verification. While this data is believed to be correct, BHT ENTERPRISES shall in no event be responsible for damages whatsoever, directly or indirectly, resulting from the publication or use of or reliance upon data contained herein. No warranty, either implied or expressed, or merchantability of fitness or of any nature with respect to the product or to the data is made herein. You are urged to obtain data sheets for all BHT ENTERPRISES products you buy, process, use, or distribute, and are encouraged to advise anyone working with or exposed to such products of the information contained herein.

MATERIAL SAFETY DATA SHEET

I. PRODUCT IDENTIFICATION

TRADE NAME: **Graffiti Gold Remover™** Manufactured By:
Genesis Coatings
Synonym/Chemical/Common Name: 2780 La Mirada Dr, #A
Graffiti Remover Vista, CA 92081
DOT: Not classified as hazardous (800) 533-4273

Date prepared or revised: 12/21/06

II. HAZARDOUS INGREDIENTS

<u>CHEMICAL NAME</u>	<u>CAS #</u>	<u>WGT %</u>
2-Pyrrolidinone-1-Methyl*	872-50-4	<30%

OCCUPATIONAL EXPOSURE LIMITS

<u>OSHA PEL</u>	<u>ACGIH TLV</u>	<u>OTHER</u>
		Rat LD ₅₀ =4200 mg/kg

*This chemical is considered a developmental hazard as defined by California Proposition 65.

This product contains no toxic chemical, above its de minimis concentration, subject to reporting requirements of Title III SARA, section 313 EPCRA (40 CFR 372).

III. PHYSICAL PROPERTIES

Specific Gravity (H₂O=1): 0.973 pH (Undiluted): N/A
Freezing point: N/D Boiling point: >212°F
Evaporation rate (H₂O=1): <1
VOC content by weight: 30%
Percentage volatile by weight: 94
Vapor pressure: 0.32 mbar at 68°F
Vapor density (Air=1): Virtually no vapors are produced at room temperatures.
Solubility in water: Product emulsifies in water.
Appearance and odor: Light tan liquid with bland odor.

IV. FIRE AND EXPLOSION

Flash point: >212°F Flash point test method: TCC
Flammability limits: N/D
Extinguishing media: Use water, CO₂ or foam.
Special fire fighting procedures: Treat as oil fire.
Unusual fire or explosive hazards: None

V. REACTIVITY DATA

Stability: Stable
Incompatibilities (conditions to avoid): None are known
Hazardous decomposition products: None
Hazardous polymerization will not occur.
Conditions to avoid: None

VI. HEALTH HAZARD / FIRST AID

Primary routes of entry: None.
Signs and symptoms: Product is irritating to eyes and sensitive skin.
First aid procedures: For eye contact flush with large amounts of water. If irritation persists, contact a physician.
Use of this product causes no known chronic health effects.

VII. PRECAUTIONS FOR SAFE HANDLING

Respiratory protection: None
Ventilation: Use with adequate ventilation
Protective gloves: Rubber gloves are recommended for prolonged or repeated contact
Eye protection: Guard against splashing into eyes.

VIII. SPILL, LEAK AND DISPOSAL PROCEDURES

Steps to be taken in case of spill: Wet material is slippery. Remove with rags, mops or by flushing with water.
Waste disposal: Follow all local waste disposal regulations.
Special storage or handling precautions: None

IX. HMIS RATING

0 = Insignificant	Fire: 0
1 = Slight	Health: 1
2 = Moderate	Reactivity: 0
3 = High	Special Hazard: B
4 = Extreme	

X. USER'S RESPONSIBILITY

The responsibility to provide a safe work place remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees and develop work practice procedures for a safe work environment.

The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations.

SAFETY PROGRAM

Safety First Priority

The personal safety and health of each employee of WOODS MAINTENANCE SERVICES, INC. is of primary importance. Prevention of occupationally-induced injuries and illness is of such consequence that it will be given precedence over operating productivity. To the greatest degree possible, management will provide all mechanical and physical protection required for personal safety and health, but our employees must bear primary responsibility for working safely. A little common sense and caution can prevent most accidents from occurring.

Individual Cooperation Necessary

WOODS MAINTENANCE SERVICES, INC. maintains a safety and health program conforming to the best practices of our field. To be successful, such a program must embody proper attitudes towards injury and illness prevention on the part of supervisors and employees. It requires cooperation in all safety and health matters, not only of the employer and employee, but between the employee and all co-workers. Only through such a cooperative effort can a safety program in the best interests of all be established and preserved. Safety is no accident; think safety and the job will be safer.

Safety Program Goals

The objective of WOODS MAINTENANCE SERVICES, INC. is a safety and health program that will reduce the number of injuries and illness to an absolute minimum, not merely in keeping with, but surpassing the best experience of similar operations by others. Our goal is zero accidents and injuries.

Safety Policy Statement

It is our policy that accident prevention shall be considered of primary importance in all phases of operation and administration. It is

SAFETY PROGRAM

Management's intention to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. It is, therefore, a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is his or her duty to ask a qualified person for assistance. Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

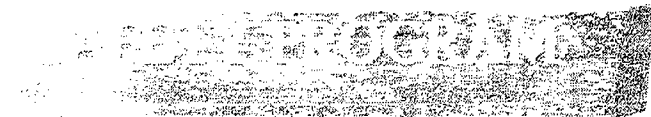
Every injury that occurs on the job, even a slight cut or strain, must be reported to management and/or the Responsible Safety Officer as soon as possible. Under no circumstances, except emergency trips to the hospital, should an employee leave the work site without reporting an injury. When you have an accident, everyone is hurt. Please work safely. Safety is everyone's business.

Safety Rules for All Employees

It is the policy of WOODS MAINTENANCE SERVICES, INC. that everything possible will be done to protect you from accidents, injuries and/or occupational disease while on the job. Safety is a cooperative undertaking requiring an ever-present safety consciousness on the part of every employee. If an employee is injured, positive action must be taken promptly to see that the employee receives adequate treatment. No one likes to see a fellow employee injured by accident. Therefore, all operations must be planned to prevent accidents. To carry out this policy, the following rules will apply:

SAFETY PROGRAM

- ♣ All employees shall follow the safe practices and rules contained in this manual and such other rules and practices communicated on the job. All employees shall report unsafe conditions or practices to the proper authority, including the supervision on the project, and, if corrective action is not taken immediately, a governmental authority with proper jurisdiction over such practices.
- ♣ The President shall be responsible for implementing these policies by insisting that employees observe and obey all rules and regulations necessary to maintain a safe work place and safe work habits and practices.
- ♣ Good housekeeping must be practiced at all times in the work area. Clean up all waste and eliminate any dangers in the work area.
- ♣ Suitable clothing and footwear must be worn at all times. Personal protection equipment (PPE) (hardhats, respirators, eye protection) must be worn whenever needed.
- ♣ All employees will participate in a safety meeting conducted by their supervisor once every thirty days.
- ♣ Anyone under the influence of intoxicating liquor or drugs, including prescription drugs which might impair motor skills and judgment, shall not be allowed on the job.
- ♣ Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well being of other employees are prohibited.
- ♣ Work shall be well planned and supervised to avoid injuries in the handling of heavy materials and while using equipment.
- ♣ No one shall be permitted to work while the employee's ability or alertness is so impaired by fatigue, illness or other causes that it might expose the employee or others to injury.
- ♣ There will be no consumption of liquor or beer on the job.
- ♣ Employees should be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report any deficiencies to the President.
- ♣ Employees shall not handle or tamper with any electrical equipment, machinery or air or water lines in a manner not within the scope of their duties.



- ❖ All injuries should be reported to the President so that arrangements can be made for medical or first aid treatment.
- ❖ When lifting heavy objects, use the large muscles of the leg instead of the smaller muscles of the back.
- ❖ Do not throw things, especially material and equipment. Dispose of all waste properly and carefully. Bend all exposed nails so that they do not hurt anyone removing the waste.

Training

Employee safety training is another requirement of an effective injury and illness prevention program. While WOODS MAINTENANCE SERVICES, INC. believes in skills training, we also want to emphasize safety training. All employees should start the safety training by reading this manual and discussing any problems or safety concerns with your direct supervisor. You may wish to make notes in the margins of this manual where it applies to your work.

Safety and Health Training

Training is one of the most important elements of any injury and illness prevention program. Such training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies and put the injury and illness prevention program into action.

Training is required for both supervision and employees alike. The content of each training session will vary, but each session will attempt to teach the following:

- ❖ The success of our injury and illness prevention program depends on the actions of individual employees as well as a commitment by the Company.
- ❖ Each employee's immediate supervisor will review the safe work procedures unique to that employee's job, and how these safe work procedures protect against risk and danger.

SAFETY PROGRAM

- ◆ Each employee will learn when personal protective equipment is required or necessary, and how to use and maintain the equipment in good condition.
- ◆ Each employee will learn what to do in case of emergencies occurring in the workplace. Supervisors are also vested with special duties concerning the safety of employees. The supervisors are key figures in the establishment and success of the Company's injury and illness prevention program. They have primary responsibility for actually implementing the injury and illness prevention program, especially as it relates directly to the workplace. Supervisors are responsible for being familiar with safety and health hazards to which employees are exposed, how to recognize them, the potential effects of these hazards, and rules and procedures for maintaining a safe workplace. Supervisors shall convey this information to the employees at the workplace, and shall investigate accidents according to the accident investigation policies contained in this manual.

Periodic Safety Training Meetings

WOODS MAINTENANCE SERVICES, INC. has safety meetings every 90 days. The purpose of the meeting is to convey safety information and answer employee questions. The format of most meetings will be to review, in language understandable to every employee, the content of the injury prevention program, special work site hazards, serious concealed dangers, and material safety data sheets. These meetings are mandatory and compensable.

OSHA Records Required

Copies of required accident investigations and certifications of employee safety training shall be maintained by the Responsible Safety Officer. A written report will be maintained on each accident, injury or on-the-job illness requiring medical treatment. A record of each such injury or illness is recorded on OSHA Log and Summary of Occupational Injuries Form 300, according to its instructions. Supplemental records of each injury are

SAFETY PROGRAM

maintained on OSHA Form 101, or Employee Report of Injury or Illness Form 5020. Every year, a summary of all reported injuries or illnesses is posted no later than February 1, for three months, until April 30, on OSHA Form 300. These records are maintained for five years from the date of preparation.

Safety Equipment

Proper safety equipment is necessary for your protection. The Company provides the best protective equipment possible to obtain.

Use all safeguards, safety appliances or devices furnished for your protection and comply with all regulations that may concern or affect your safety. Wear gear properly - all snaps and straps fastened, cuffs not cut or rolled.

Your supervisor will advise you as to what protective equipment is required for your job. Certain jobs require standard safety apparel and appliances for the protection of the employee. Your supervisor is aware of the requirements and will furnish you with the necessary approved protective appliances. These items shall be worn and effectively maintained as a condition of your continued employment and part of our mutual obligation to comply with the Occupational Safety and Health Act.

Safety goggles, glasses and face shields shall correspond to the degree of hazard, i.e. chemical splashes, welding flashes, impact hazard, dust, etc. Do not alter or replace an approved appliance without permission from your supervisor.

Rubber gloves and rubber aprons shall be worn when working with acids, caustics and other corrosive materials.

Specified footwear must be worn.

No jewelry shall be worn around power equipment.

HEARING PROTECTION PROGRAM

Hearing protection appliances (approved muffs or plugs) shall be worn by all employees working within any areas identified as having excess noise levels (with the exception of roadway workers). Your supervisor will instruct you in the proper use of each appliance.

Smoking and Fire Safety

Fire is one of the worst enemies of any facility. Learn the location of the fire extinguishers. Learn how to use them. You can help prevent fires by observing the smoking rules:

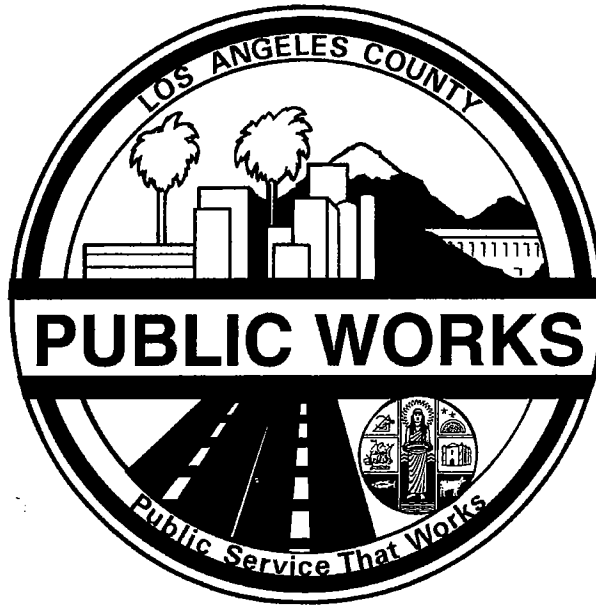
- Smoking is not allowed on the site, except in designated areas.
- Smoking is not permitted in rest rooms.
- If you are not sure about where you may smoke, ask your supervisor

Personal Protective Equipment Clothing

- ◆ Where there is a danger of flying particles or corrosive materials, employees must wear protective goggles and/or face shields provided by WOODS MAINTENANCE SERVICES, INC.
- ◆ Employees are required to wear safety glasses at all times in areas where there is a risk of eye injuries such as punctures, contusions or burns.
- ◆ Employees who need corrective lenses are required to wear only approved safety glasses, protective goggles or other medically approved precautionary procedures when working in areas with harmful exposures, or risk of eye injury.
- ◆ Employees are required to wear protective gloves, aprons, shields and other means provided in areas where they may be subject to cuts, corrosive liquids and/or harmful chemicals.
- ◆ Hard hats must be worn in areas subject to falling objects, and all times on construction sites.
- ◆ Appropriate footwear including steel-toed shoes must be worn in an area where there is a risk of foot injuries from hot, corrosive, poisonous substances, falling objects, and crushing or penetrating action.

Agreement

BOARD EXECUTE



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL
FACILITIES

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AGREEMENT FOR

GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 31, 2007, hereby agrees to provide services as described in the attached specifications for Graffiti Removal at East Area Flood Control Facilities, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E.1, East Area Maps; Exhibit F.1, East Area Flood Control Facilities Locations; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals as it relates to the East Area; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$155,900 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on January 1, 2008. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

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

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

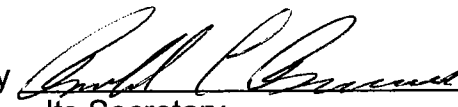
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By  _____
Its President

RONALD L. BRUNECK
Type or Print Name

By  _____
Its Secretary

RONALD L. BRUNECK
Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

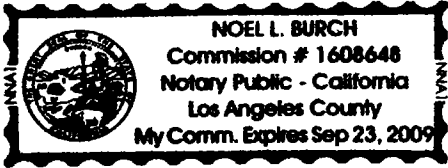
County of Los Angeles } ss.

On NOV. 15, 2007, before me, Noel L. Burch, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ronald L. Bruneck
Name(s) of Signer(s)

personally known to me

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



WITNESS my hand and official seal.

Place Notary Seal Above

Noel L. Burch
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement by-between LA County Dept of Public Works and Superior Property Services Inc
 Document Date: _____ Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ronald L. Bruneck

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



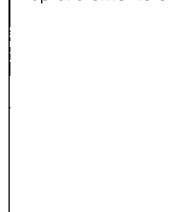
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



CORPORATE RESOLUTION

Certified Resolution in writing of the directors of Superior Property Services, Inc. (the Corporation") dated November 14, 2007.


The Secretary of the Corporation certifies that the Corporation is a corporation duly organized and operating under the laws of the State of California.

It was resolved that: Ronald L. Bruneck has the written binding authority as Vice President and Assistant Secretary to sign all legal documents on behalf of said corporation.

It was further resolved that: The Corporation will enter into a binding contract with the County of Los Angeles, CA to perform graffiti abatement services on certain flood control channels.

Approved this 14th day of November, 2007.

Superior Property Services, Inc.



Lawrence E. DeCrona
Corporate Secretary

SCOPE OF WORK

GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES

A. Public Works Contract Manager

Public Works Contract Manager (a.k.a., Graffiti Abatement Program Manager) Ms. Ari Telias of Operational Services Division, may be contacted at (626) 458-4062, e-mail address: atelias@dpw.lacounty.gov, Monday through Friday, 7:15 a.m. to 6 p.m. The Contract Manager or designee is the only person authorized by Public Works to request work of the Contractor. If Public Works changes the Contract Manager or designee, the Contractor will be notified in writing.

B. Background

The work to be performed under this Contract consists of removing graffiti and paint-out projects from various flood control channels in the District's Maintenance Area. Public Works Graffiti Abatement Program is designed to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed.

C. Work Description - General Statement

The Contractor will respond to requests for graffiti removal via the Graffiti Abatement Referral System. Under this Contract, the Contractor shall patrol the entire length of each flood control channel on a routine schedule as indicated in Contractor's work plan and approved by the Contract Manager, as shown in Exhibit E.1, Area map, and obliterate all graffiti discovered within 72 hours. The Contractor shall also do paint-out projects as requested by the Graffiti Abatement Program Manager or designee. The Contractor shall have a Field Supervisor available to respond to the County Inspectors from 7:30 a.m. to 2:30 p.m., Monday through Friday. The Contractor shall also be available Monday through Friday to report and confer with Public Works with respect to this graffiti removal service.

The Contractor shall provide a minimum number of crews as follows:

- East Flood Control facilities - a minimum of 2 crews;

The Contractor shall provide telephone answering service and fax, within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works

inspectors and/or the Graffiti Hotline Operator. The work shall be performed in accordance with these Specifications and Exhibit E.1, Area Map.

The Contractor's on-site supervisor shall have a thorough knowledge of the needs of Public Works Zero-Tolerance Graffiti Program for the Flood Control District's facilities and these Specifications, terms, conditions, and requirements.

The Contractor shall log all graffiti removals and graffiti removal requests, and provide a report on paper and an electronic version (Excel) for reporting purposes.

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

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary found in Subsection CC, Performance Requirements and Liquidated Damages, the higher service level in the judgment of Public Works shall prevail.

D. Facility Locations and Limits

Facility Locations and Limits are indicated in Exhibit F1. As a reference, the locations of the flood control channels as listed in Exhibit F.1, include the page number and grid coordinates from a 2006 Thomas Guide.

E. Graffiti Removal Services

The Contractor shall conduct the graffiti removal services as follows:

1. Maintain a zero-tolerance policy for the District's facilities as indicated in Exhibit F.1, in accordance with the Contractor's Work Plan of Action/Approach. The Contractor shall follow its Work Plan of Action/Approach throughout the entire Contract unless otherwise approved in writing by the Graffiti Abatement Program Manager. In addition, the Contractor shall:
 - a. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours (five days per weeks).
 - b. Respond to Graffiti Abatement Program Manager or designee concerning priority assignments, paint-out projects, and color match corrective painting within 24 hours (five days per week, Monday through Friday, excluding Holidays).

- c. Remove graffiti within 72 hours upon notification, Monday through Friday excluding weekends and holidays.
2. The Contractor shall use Concrete Grey paint in all flood control channels. Substitute colors will not be accepted. Concrete Grey is the only paint allowed to paint out the channel areas. In cases where fencing abuts to the channel area, walls shall be color-matched to the satisfaction of the County or the Contractor may elect to paint out the entire wall with Concrete Grey.
3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. These reports shall be submitted in hard copy paper format and in an electronic format (Excel). The monthly report shall indicate the number and source of crews utilized and hours worked, including copies of timesheet indicating hours worked on this Contract. This report will also include locations of requests for removal (address and whether it was private property or in-road right of way) and square footage painted over or pressure washed. The Contract Manager or designee may originate graffiti removal work requests (via fax) and shall receive all completion reports from the Contractor through both the Graffiti Abatement Referral System and faxes. These reports will then be routed to the Contract Manager who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles Department of Public Works
Operational Services Division
Attention Ms. Ari Telias
Graffiti Abatement Section
900 South Fremont Avenue
Alhambra, CA 91803-1331
4. Perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, paved access ways, wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted rip rap, various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions, including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing chemical solvents.

6. The method of removal shall consist of covering the graffiti or paint-out with water-based and/or recycled paint (graffiti paint) and it must be Concrete Gray (color sample will be provided upon request). In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the District. In areas of the flood control channel where Concrete Gray paint does not match the color of the channel, Contractor shall match the color of the paint to the channel.

The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage on surfaces below.

7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.
8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc. Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Graffiti found on all signage will be removed promptly by the Contractor with County approved chemical solvents. Graffiti on the backs of signs shall be removed with solvents or be painted over and color-matched to the satisfaction of the County at the Contractor's discretion. Contractor shall take every precaution to avoid damaging wording on signs. In the event signage is damaged, Contractor shall notify the Contract Manager immediately.
10. Typical graffiti removal sites include, but are not limited to, metal flap gates, channel walls and bottoms, ramps, pedestrian bridges over the channels, river beds, concrete bike paths, asphalt bike paths, wooden fences, wrought iron gates, gage block houses, side drain outlet structures, asphalt concrete embankments, berms, slopes, fences and posts, gates, curbs, retaining walls, stream gaging recording buildings, bridge abutments and decks, outside pump plant buildings, pump plants, and paved access ways. Bridge abutments, pillars, columns, and walls supporting bridges inside the channels in river bed must be cleared to a minimum height of 12 feet above the adjacent surface. The Contractor shall be responsible for painting the inside and the outside of the pedestrian bridges. The contractor shall add sand to recycled paint that is

used on the floor of the pedestrian bridges to avoid slipping.

11. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel if they are removing graffiti improperly. Field personnel shall wear safety vest when working in the channels as well as protective ear and eye wear and gloves when applicable to prevent any accidents. Additionally, Contractor shall stay informed of new technology of graffiti removal.
12. Not allow any debris from its operations under this Contract, especially from any water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit. Should Contractor violate this requirement liquidated damages will be imposed.
13. Use appropriate Best Management Practices, including, but not limited to, drop cloths on all work sites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
14. Update computer applications as necessary if during the term of the Contract Public Works decides to change or update any aspect of the reporting system, including, but not limited to, software and computer applications.
15. The Contractor's attention is directed to the fact that running water may be encountered in the channels and rivers following storms. In addition, water may be released to the channels from various reservoirs during nonstorm periods. The Contractor shall not attempt to enter the channel bottoms when rapidly flowing water is present since personnel and equipment could be swept downstream. The Contractor is solely responsible for determining whether or not the channels can be entered safely. However, Public Works will notify the Contractor of scheduled water releases. The closure of beaches due to sewer contamination or any other incident does not constitute closure of the channels. Unless agreed by Public Works for safety reasons or if channel are entirely closed to the public then Contractor may stop service and must notify the Graffiti Abatement Program Manager immediately. Regular monthly payment will be made regardless of work canceled due to rain or high flows in the channels. A phone number where the Contractor can be reached 24 hours a day, seven days a week, shall be provided such that Public Works can notify the Contractor of unscheduled releases or imminent flooding. Contractor may contact Sterling Klippel from the Watershed Management Division who will notify of any water release or if a channel will be closed. Mr. Klippel can be reached at (626) 458-6351.
16. The Contractor is advised that due to construction or maintenance activities within the channels and or facilities, the Contractor may be

directed to temporarily or permanently avoid a portion of a particular channel or facility. The Contractor is not authorized to stop service in any channel or facility on his own just because it was assumed Contractor should not be there, Contract manager shall be contacted immediately for approval on any change in the graffiti removal activities. Public Works reserves the right to withdraw any or all facilities from this Contract at any time.

17. The Contractor will be issued a key for the purpose of accessing the facilities. The Contractor shall lock all gates following entry and/or exit. The Contractor will inform the Contract Manager of any gates that are missing a lock. The Contractor is advised that bikeways and equestrian trails exist along many of the facilities. The Contractor shall conduct its activities in a manner that will not endanger the users or block access to these additional facilities.

F. Murals

Public Works is committed to the preservation of registered murals. Artists, community groups, and art organizations create new murals annually. Anyone or any group wishing to paint murals must obtain approval and permission from the County, whether a private individual or public agency. Painting murals on public or private property without permission of the owner is illegal and punishable. Public Works will obtain permission from both the artist and the property owner. When the artist is not available, the decision of the legal owner of the property will prevail.

Artists and private property owners should establish an agreement regarding the location of the murals, materials, content, lifespan, repairs, and routine maintenance of any particular work prior to mural execution.

Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Contract Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch-up", or "buff out" any registered murals unless advised by Public Works to do so. When in doubt in determining whether or not graffiti is a mural or vice versa, contact the Contract Manager.

G. Graffiti Removal Services, District-owned Property

For graffiti removal from District-owned property, the Contractor shall adhere to the following additional specifications:

1. Only Concrete Grey water-based and/or recycled paint shall be used. (Color sample will be provided upon request)
2. Concrete Block Walls: graffiti shall be covered up with concrete gray paint only. The paint-over color shall match the wall color (Concrete Grey). Over-spray on sidewalk or private property shall not be allowed.
3. Chainlink Fencing and Pipe: All graffiti on pipes and fencing shall be painted over using a galvanized paint color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
4. Asphalt Bike Paths: Contractor shall be responsible for covering up graffiti found on the asphalt; it could be done by paint spraying or with a roller. Patchwork in heavily tagged areas must be avoided, instead, the entire bike path stretch including any yellow right of way lines, must be repainted to restore bike path to its original stage. The paint for this type of surface must be black, water-based paint, and it must be asphalt paint.
5. Concrete Bike Paths: Contractor shall be responsible for removing graffiti reported or found on the concrete bike paths.
6. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the original previous color using water-based paint.
7. Rocks along the bike path: All graffiti shall be covered up using concrete gray water-based paint without damaging any nearby vegetation.
8. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by suffocating its trunk, by not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.
9. Miscellaneous: These standards are basic. However, other standards may be developed and incorporated herein, as other graffiti surfaces are found.
10. Graffiti extended into covered box conduits and appurtenance structures shall be serviced. In no case shall service be required into the box conduit beyond a distance equal to the width of the conduit entrance. See plans (Exhibit E.1) for covered box conduit locations.

11. The Contractor shall not object to any final decision by Public Works or the Contract Manager on how graffiti removal will be conducted. These decisions are made to benefit the County residents.

H. Plans and Specifications

Included as Exhibit E.1 is a map showing the location of the flood maintenance facilities and the limits included in this Contract. This map shall be used only to locate the site and does not contain sufficient information to represent the actual site conditions.

The map, specifications, and other Contract documents will govern the work. This Contract document is intended to be complementary and cooperative and to describe and provide for a complete service. Anything in the specifications and not on the maps, or on the maps and not in the specifications, shall be as though shown or mentioned in both. The Contractor shall ascertain the existence of any conditions affecting the cost of the work, which would have been disclosed by reasonable examination of the site.

I. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of the facility rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason, or use water, or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon other lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Contract Manager prior to entering upon such lands. In performing any work or doing any activity on lands outside of public right of way, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Contract and with permission or in violation of this Contract without permission.

J. Work Schedule

The Contractor shall commence work in accordance with the Contractor's Work Plan of Action/Approach. Any adjustments to the plan must be approved by the Contract Manager 24 hours in advance of the work. The plan shall reflect completion of all work under this Contract within the specified time and in accordance with these specifications. If the Contractor refuses or for any reason fails to perform sufficiently to meet its Work Plan of Action/Approach, Public Works may perform said work and charge the Contractor for all costs incurred.

The work shall be diligently prosecuted throughout the term of this Contract by the Contractor. If the Contractor desires to make a major change in the method of operations after commencing work, or if the plan fails to reflect the actual progress, the Contractor shall submit to the Contract Manager a revised Work Plan of Action/Approach in advance of beginning revised operations. The Contract Manager shall review and approve or disapprove the changes.

K. Contractor Supervision and Staffing Requirements

1. Contractor's daytime supervisor shall have a thorough knowledge of this Contract's zero tolerance area and must speak and understand English.
2. In the event a painter does not show up for work, the Contractor's supervisor shall contact the Contract Manager or designee immediately.
3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency.
4. The Contractor's supervisor shall provide 24-hour emergency contact number.
5. All painters shall receive a minimum of one 8-hour workday training at the zero tolerance area assigned to them prior to providing billable services at the Contractor's expense and in accordance with the County's Living Wage Ordinance.
6. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of subcontractors shall be deemed a material breach of contract unless expressly authorized in writing by the Contract Manager.

L. Prosecution of Work

To minimize possible hazard and to restore work areas to their original condition as soon as practicable, the Contractor shall diligently prosecute the work to completion. If, as determined by the Contract Manager, the Contractor fails to prosecute the work to the extent that the above purpose is not being accomplished, the Contractor shall, upon orders from the Contract Manager, immediately take steps necessary to fully accomplish said purposes. All cost of prosecuting of the work as describe herein shall be included in the Contractor's Annual Price. Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Contract Manager to do so, the Contract Manager may suspend the work in whole or in part, until the Contractor takes steps.

If work is suspended through no fault of Public Works, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the

Contractor. If the Contractor fails to properly provide for public safety and traffic during periods of suspension, Public Works may elect to do so, and deduct the costs thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

M. Suspension of Work

The work may be suspended in whole or in part when determined by the Contract Manager that the suspension is necessary in the best interest of Public Works. The Contractor shall comply immediately with any written order of the Contract Manager suspending work. Such suspension shall be without liability to the Contractor on the part of Public Works except as otherwise specified in Exhibit B, Section 3.C, Termination for Default.

N. Default by Contractor

If the Contractor fails to commence work within the time specified, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will ensure Public Works interest, or, if the Contractor is not carrying out the intent of this Contract, a written notice may be served upon the Contractor demanding satisfactory compliance with this Contract. If the Contractor does not comply with such notice within five days after receiving it, or after starting to comply, and/or fails to continue, Public Works may exclude the Contractor from the worksite and complete the work by Public Works forces, by letting the unfinished work to another Contractor, or by a combination of such methods.

The Contract may be canceled by the County without liability for damage, when in the County's opinion, the Contractor is not complying in good faith, has become insolvent, or assigned or subcontracted any part of the work without the County's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on unit price and the quantity of work completed at the time of cancellation, less damages caused to Public Works by acts of the Contractor causing the cancellation. Such damages shall include costs incurred by Public Works to complete the work over and above the costs which would have resulted under this Contract. These damages may be deducted from any money due or becoming due to the Contractor from Public Works. If sums due under this Contract are insufficient, the Contractor shall pay to Public Works within 10 business days after receipt of an invoice from Public Works all costs in excess of the amounts withheld by Public Works. The provisions of this subsection shall be in addition to all other rights and remedies available to Public Works under law.

O. Work by Others Due to Unsatisfactory Work Prosecution

If, as determined by the Contract Manager, the Contractor is not prosecuting the work in a satisfactory manner or is not providing for public safety and traffic, the

Contract Manager will notify the Contractor of such unsatisfactory conditions and will indicate when corrective work must be completed. If the Contractor fails to comply, Public Works may elect to do the work or have the work performed by others and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

P. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be restricted to Monday through Friday.

Q. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works safety requirements while at District jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

R. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment and only trained personnel shall be allowed to operate it.
3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

S. Utilities

Public Works will not provide utilities.

T. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

U. Removal of Debris

All debris produced from this graffiti removal service specified herein shall be removed from County property rights of way and private property by the Contractor. The debris shall be properly disposed of at the Contractor's expense. Failure of the Contractor to comply with the Contract Manager cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

The Contractor shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

V. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

W. Responsibilities of Public Works

The Director, acting through the Graffiti Abatement Program Manager or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of all flood control facilities under the Contract to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

X. Best Management Practices (BMP)

BMP shall be defined as any program, technology, process, citing criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the

California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook. This publication is available from:

Blue Print Service
1700 Jefferson Street
Oakland, CA 94612
Telephone (510) 287-5485
Fax (510) 444-1262

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

The Contractor shall have one readily accessible copy of this publication on the project site at all times.

The Contractor shall implement the following BMPs for the prevention of stormwater pollution in conjunction with all its activities and construction operations:

CONTRACTOR ACTIVITIES

CA 3 Structure Construction and Painting

MATERIAL MANAGEMENT

CA 010 Material Delivery and Storage
CA 011 Material Use
CA 012 Spill Prevention and Control

WASTE MANAGEMENT

CA 020 Solid Waste Management
CA 021 Hazardous Waste Management
CA 024 Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

CA 030 Vehicle and Equipment Cleaning
CA 031 Vehicle and Equipment Fueling
CA 032 Vehicle and Equipment Maintenance

TRAINING

CA 040 Employee/Subcontractor Training

Additional BMPs may be required as a result of a change in actual field conditions, Contractor's activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

The County, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The County will assess the Contractor with liquidated damages of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the project and/or is otherwise in noncompliance with these provisions. In addition, the County will deduct, from the final payment due the Contractor, the total amount of any fines levied on the County, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Y. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Contract Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

Z. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations, which are applicable to the work.

AA. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are responsible for implementing, monitoring, controlling, and reporting on the quality of work.

It is recommended that Contractors Quality Control representatives be separate and distinct from Contractor's project manager or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of Contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Contract Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives, a description of the roles and responsibilities for quality control, the system for monitoring, reporting on, resolving quality control issues, and checklists or other documentation in support of Contractor's Quality Control function.

BB. Contractor Licensing

Contractor shall possess a valid C-33 State Contractor's license throughout the duration of this Contract. Failure to maintain a valid C-33 license may lead to Contract termination.

CC. Performance Requirements and Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to Contract;

- e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.
4. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
INSURANCE CERTIFICATIONS	CERTIFICATIONS SUBMITTED BEFORE IMPLEMENTATION OF CONTRACT AND ON A TIMELY BASIS THEREAFTER.	0%	100% INSPECTION ON A PERIODIC BASIS.	ALL CONTRACT REMEDIES RESERVED.	ALL CONTRACT REMEDIES RESERVED.
EMPLOYEES WELL-ORIENTED TO JOB	EMPLOYEES MUST HAVE THOROUGH KNOWLEDGE OF REQUIREMENTS UNDER THIS CONTRACT.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 FOR EACH EMPLOYEE FOR NOT KNOWLEDGEABLE IN THE JOB REQUIREMENTS.
RESPOND TO COMPLAINTS, REQUESTS AND DISCREPANCIES	RESPOND WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	10% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER COMPLAINT FOR NOT RESPONDED TO WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REMOVE GRAFFITI	GRAFFITI REMOVED AND/OR PAINTED OVER WITHIN 72 HOURS MONDAY THROUGH FRIDAY.	0%	100% INSPECTION ON A PERIODIC BASIS; COMPLAINTS.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$5 PER SQUARE FOOT (OR PRORATION THEREOF) FOR GRAFFITI NOT REMOVED WITHIN THE TIME FRAME OUTLINED IN THE SPECIFICATIONS.
REPORTING OF GRAFFITI REMOVED	GRAFFITI REQUESTS FOR REMOVAL CLOSED WITHIN 72 HOURS.	0%	100% INSPECTION BY RANDOM SAMPLING.	50% OF TOTAL MONTHLY AMOUNT OF CONTRACT COST.	\$50 PER EACH OCCURRENCE THAT GRAFFITI REMOVAL IS NOT REPORTED WITHIN 72 HOURS.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

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

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

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or

legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

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

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal,

State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

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

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

K. Consideration of Hiring GAIN/GROW Participants

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

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

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

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered

employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated

Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

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

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:
 - a. Contractor shall develop all publicity material in a professional manner.
 - b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.

- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor

shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial

records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor

employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

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

HH. Waiver

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

II. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend,

indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or

2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with

those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Pollution Liability Insurance: Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Pollution liability will be required under the General Liability Insurance indicated above for removal of pollutants from work site. Contractor shall maintain limits of not less than \$1 million per occurrence and \$2 million aggregate.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of

hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate

paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use

non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

3. Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 205891



No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



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



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

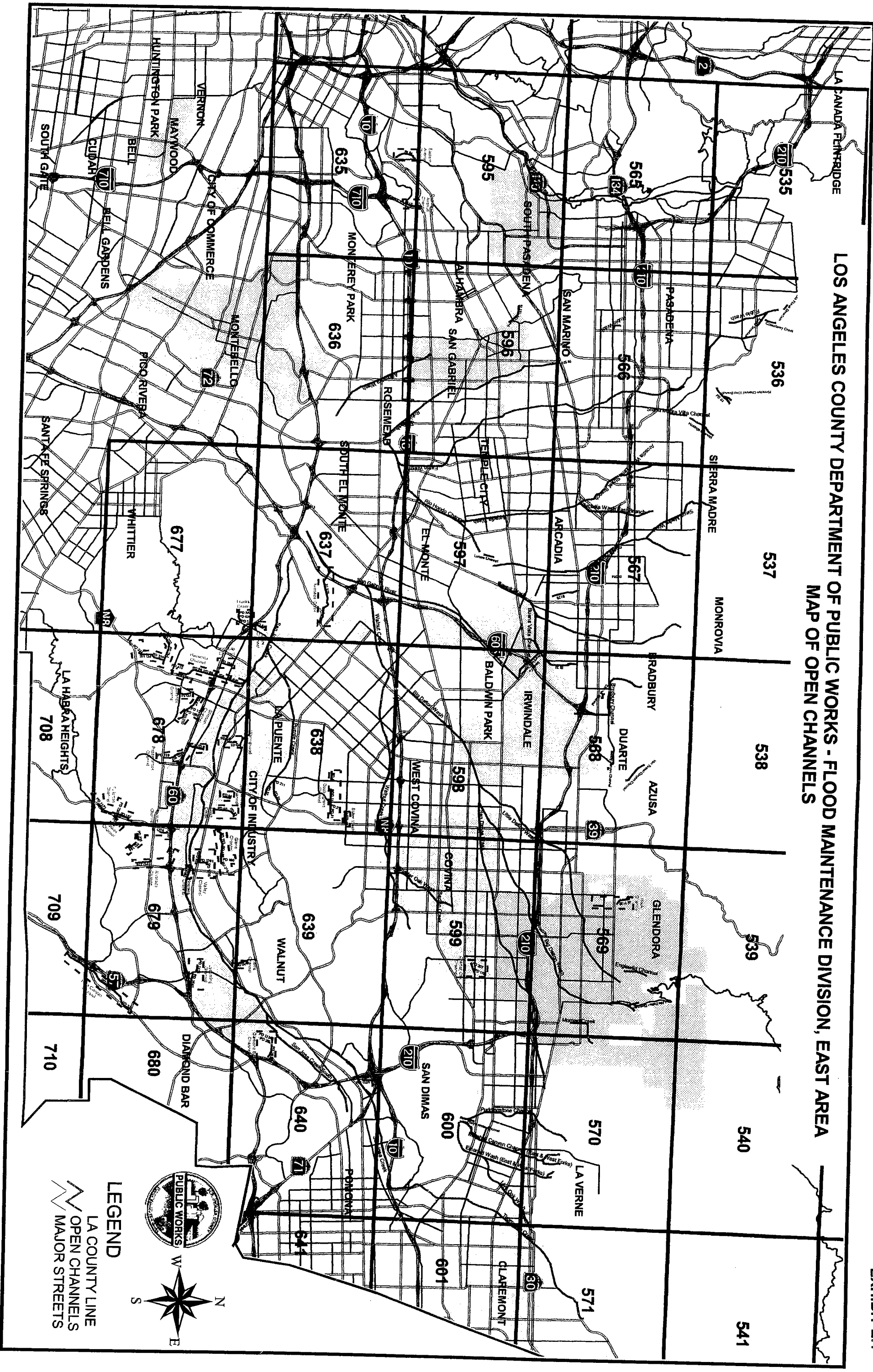
Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS - FLOOD MAINTENANCE DIVISION, EAST AREA
MAP OF OPEN CHANNELS



EAST AREA FLOOD CONTROL FACILITIES LOCATIONS

Following is a description of each facility included in this Contract. The terms right bank and left bank on channels are based on the observer looking downstream.

Facility	Location
Alvarado Channel	(consisting of PD's 238 and 577) Colima Rd. to Honore and Pomona Fwy to Greenbay
Alhambra Wash	Mission Rd. to Rio Hondo Wash
Arcadia Main Branch	100' s/o Huntington Dr. to Rio Hondo Wash
Arcadia Lima Street Branch	Orange Grove Ave. to Huntington Dr.
Arcadia East Branch	Orange Grove Ave. to Arcadia Wash Main Branch
Arroyo Seco AKA Avocado Creek	500' s/o 210 fwy. to the Los Angeles River Workman Mill Rd. and 3rd to the San Gabriel River
Badillo Creek	North Del Lay Ave to Charter Oak Wash
Baker Wash	West of Glenview to Azusa
Batson Channel	Barroso St. to Batson Ave.
Beatty Channel	600' e/o the San Gabriel River to the San Gabriel River
BI 25	Duarte Rd. to Standish St.
BI 30	Duarte Rd. to Buena Vista Spreading Basin
Big Dalton Wash	Big Dalton Debris Basin to Francisquito Ave.
Bradbury Channel	Bradbury Debris Basin to Lemon. Chimes Ave. to Mt. Olive Dr.
Brea Canyon Channel	(consisting of PD's 322, 273, and 395) Pathfinder Rd. to Brea Canyon and Castle Rock Rd.
Buena Vista Channel	Tifal Ave. to Sawpit Wash
Charter Oak Wash	Ruddock St. to the confluence of Walnut Creek s/o Garvey Ave.
Charter Oak Channel	(consisting of PD's 176 and 307) Covina and Barston to Garsden
Chimes Channel	Royal Oaks to Chesson
Chino Creek	Olive St. to Riverside Dr.
Clark Channel	Clark Ave. to Halbrook
Diamond Bar Channel	(consisting of PD's 283, 389 and 1734) cul-de-sac of Sunset Crossing Rd. to the 57 Fwy.
Dorchester Ave. Channel	Valley Blvd. To Hellman

(AKA BI 65)

Doublegrove Channel	(consisting of PD's 41, 2, RDD 11 and PD 4)
(west segment, PD 4)	Doublegrove to Valinda
(east segment, PD 2, PD 41, & RDD 11)	Pass and Covina Rd. to Westcastle
Dove Creek	(consisting of PD's 83 and 68) Kimberly Dr. to Maclaren St.
Eaton Wash	Eaton Dam to the Rio Hondo Wash
Emerald Wash & West Fork	
(west fork)	Emerald West Debris Retaining Inlet to Emerald Wash
(east Fork)	Emerald East Debris Basin to the confluence of Live Oak Wash d/s of 6th St.
Englewild Channel	Englewild Debris Basin to Sierra Madre Blvd.
Fair Oaks V-Ditch	Altadena Dr. to Creekside Court
Firey Ave. Channel	Arrow Hwy. to the confluence with Puddingstone Channel
Frankton Channel	(consisting of PD's 382, 426, and 526) 7th Ave. to Wedgeworth Dr.
Fullerton Channel	(consisting of PD's 1570, 239 and 681) Galatina to Whippoorwill
Giano Channel	(consisting of PD's 318, 199, 189 and 197) Renault St. to Lanaca St.
Gooseberry Creek	cul-de-sac of Windfall Ave. to Gooseberry Debris Basin
Hacienda Channel	(consisting of PD's 244, 166, 252, 264, 338, 410, RDD 24, PD 96, PD 89, BI 704 and BI 625)
(PD's 252, 264, & 338)	Los Altos Dr. to La Subida Dr.
(PD's 244, 166, & 338)	Avalo Dr. to Pintura Dr.
(PD 410, RDD 24, PD 96, PD 89, BI 704, & BI 625)	New Hampton St. to Railroad Tracks
Hastings Channel	800' n/o Ranchtop Rd. to Alder Lane
Hook Channel (AKA BI 1120)	
(north segment)	Hook West Debris Basin to 200' n/o Sierra Madre
(south segment)	Leadora to Bennett
Kinneloa Channel West Branch	Kinneloa West Debris Basin to the confluence with Kinneloa Channel East Branch
Kinneloa Channel (AKA PD 84)	Kinneloa East Debris Basin to Outpost Lane
Las Flores Diversion	Las Flores Debris Basin to Rubio Debris Basin
Lawrence Channel	Stimson Ave. to Halliburton Rd.
Lenore Channel	Wildflower to Miloann

Little Dalton Diversion	Little Dalton Debris Basin to the confluence of Big Dalton Wash e/o Glendora Mountain Rd.
Little Dalton Wash	Lorraine Ave. to confluence of Big Dalton Wash w/o Vincent
Live Oak Wash	Live Oak Debris Retaining Inlet to the confluence with Marshall Creek d/s of Puddingston Dr. (consisting of PD's 1445 and 1515)
Lycoming Channel (west segment) (east segment)	Penarth to Brea Canyon Windwood to the cul-de-sac of Dryander
	<u>Marshall Canyon Channel</u> <u>& West Fork</u>
(west fork)	300' n/o Via De Mansion to the confluence with Marshall Creek
(main channel)	400' n/o Orangewood to the confluence with Puddingstone Channel d/s of Puddingstone Dr. Sherwood Rd. to Hoeffler Dr.
Mill Creek & BI 236	Morgan Debris Basin to Manor Lane
Morgan Creek	71 Fwy. to Campus Dr.
MTD 184	Nogales St. to the confluence with San Jose Creek
Nogales Channel (AKA BI 4350)	Linard St. to Byways St. (consisting of PD's 729, 507 and MTD 8)
PD 215	railroad tracks n/o Gale to the 60 Fwy.
Pepperbrook Channel (north segment) (south segment)	60 Fwy. to Colima Rd. Deloraine Dr. to 150' s/o Divonne Dr.
Pierre Channel	Puddingstone Diversion Dam to 200' s/o Puddingston Dr.
Puddingstone Channel	(consisting of PD's 26 and 27 and Puente Creek)
Puente Creek (north fork) (south fork)	Amar to the confluence with the South Fork n/o Wing Lane cul-de-sac of Glenhope Dr. to the confluence with the San Jose Creek e/o 7th Ave.
Rio Hondo Wash	500' n/o Santa Anita Ave. to 500' n/o Rosemead Blvd.
Rubio Wash	Rubio Debris Basin to Altadena Golf Club Basin
Rubio Diversion	Rubio Wash to Crest Ave.
Rubio Wash	Bonnie Ave. to Allen Ave.
Rubio Wash	Robles Ave. to Rio Hondo Wash
San Dimas Wash	1000' n/o Foothill Blvd. to the confluence with Big Dalton Wash w/o Lark Ellen
San Gabriel River (southern portion)	San Bernardino fwy. to Thienes Ave.

(northern portion)	Santa Fe Dam to the San Bernardino fwy.
San Jose Creek	
(easterly section)	McKinley Ave. to Lemon Ave.
(westerly section)	Lemon Ave. to approximately 1200' w/o 3rd
South Fork San Jose Creek	Humane Way to the confluence with San Jose Creek e/o Benton Rd.
San Jose Creek	Lemon Ave. to Elsay St.
Sandalwood Channel	Renault to Salais
Santa Anita Wash	Santa Anita Debris Basin to Lynd Ave.
Santa Fe Diversion	Buena Vista St. to the confluence with the San Gabriel River d/s of Arrow Hwy.
Sawpit Wash	Sawpit Debris Basin to 200' w/o Peck Rd.
Sierra Madre Villa Channel	Sierra Madre Villa Debris Basin to Sierra Madre Villa Blvd.
Sierra Madre Wash	Sierra Madre Dam to the confluence with Santa Anita Wash e/o Highland Oaks Dr.
Stimson Channel	(consisting of PD's 219, 186, 15 and 47) 200 feet e/o Fieldgate Ave. to Stimson Ave.
Thompson Creek	Thompson Creek Dam to McKinley Ave.
Vallecito Channel	Gale Ave. to the 60 Fwy.
Valley Channel	(consisting of PD's 1006, 1381, and RDD 222) Grassmere Ave. to Valley Blvd.
Van Tassel Canyon Channel	Van Tassel Mtnway to the confluence with the San Gabriel River e/o Encanto Pkwy.
Vernon Channel	(consisting of PD's 184, 208, , and PD 135)
(north segment)	Felicia Ave. to Companario Dr.
(south segment)	Los Padres Dr. to Mescalero St.
(west segment)	Vivero Dr. to Leone Ave.
Walnut Creek	
(eastern portion)	Shouse Ave. to Sunset Ave.
(western portion)	Sunset Ave. to the confluence with the San Gabriel River w/o the 605 Fwy.
Waringwood Channel	Northam St. to Valley Blvd.

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

**Graffiti Removal Services
Proposal
for
East, West & South Floods**

October 31, 2007



Superior Property Services, Inc.

1415 E. McFadden Ave., Suite D
Santa Ana, CA 92705
714) 285-1200
FAX (714) 285-1202
(800) 741-2532
Website: www.4superior.com

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Superior Property Services, Inc.

October 31, 2007

County of Los Angeles
Department of Public Works
Attn.: Mr. Donald L. Wolfe
900 S. Fremont Ave.
Alhambra, CA 91803

RE: Submission of Proposal for Graffiti Removal Services

Dear Mr. Wolfe,

Superior is pleased to extend the attached information to the County of Los Angeles. We have prepared a comprehensive package that covers our operations, procedures, and crew that is able to maintain a zero tolerance graffiti abatement in the designated areas.

We have reviewed the information provided to us and are confident we can meet all the conditions and requirements as outlined in the October 4, 2007 notice for request for proposals for various flood control facilities.

The following are the individuals authorized to make representations with respect to this proposal:

Larry DeCrona, President
1415 E. McFadden Ave., #D
Santa Ana, CA 92705

Ronald L. Bruneck, Vice President
1415 E. McFadden Ave., #D
Santa Ana, CA 92705

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (714) 285-1200 should you or your staff have any questions.

Respectfully,

Superior Property Services, Inc.

Larry DeCrona
President

1415 E. McFadden Ave., Suite D, Santa Ana, CA 92705

PHONE 714-285-1200 **FAX** 714-285-1202 **WEBSITE** www.4superior.com

Background

The presence of graffiti is a reflection on the community and the neighborhood in which it is located. Graffiti causes an area to look unsafe and makes people concerned about their safety. That is why Superior is committed to improving those communities we service by maintaining Zero Tolerance as outlined in the RFP. Over the last decade Superior has provided graffiti abatement services to cities, county municipalities; private property owners and commercial property managers.

Superior has removed an excess of 50 million square feet of graffiti, of almost every type. The companies principal officers see each contract as an agreement not between a business and its client, but between partners that wish to benefit the community. Superior will strive to exceed expectations, increase efficiency and maximize response times.

Superior Property Services, Inc. and Superior Pressure Washing offer the kind of unique experience in both painting and pressure washing rarely found in other companies. The ability to understand and focus on clients' needs and objectives enable us to obtain the optimum results. Superior is operated by Larry DeCrona and Ron Bruneck who bring over 35 years of combined property maintenance, construction, painting and pressure washing experience that enables them to provide quality service and results necessary to satisfy their many clients specific needs. Our years of experience in property management and real estate give us a special insight into what is necessary to satisfy our clients. We strive to always be a part of your property maintenance and graffiti abatement solutions. Superior Property Services, Inc. is a California Corporation and has been in operation for over 15 years. We currently employ 30 full time people.

Superiors' corporate offices are in Santa Ana California, with additional warehouses in Pomona and the City of Vernon, California. We continue to service Los Angeles, Orange, Riverside and San Bernardino counties.



PROPOSERS CAPABILITIES

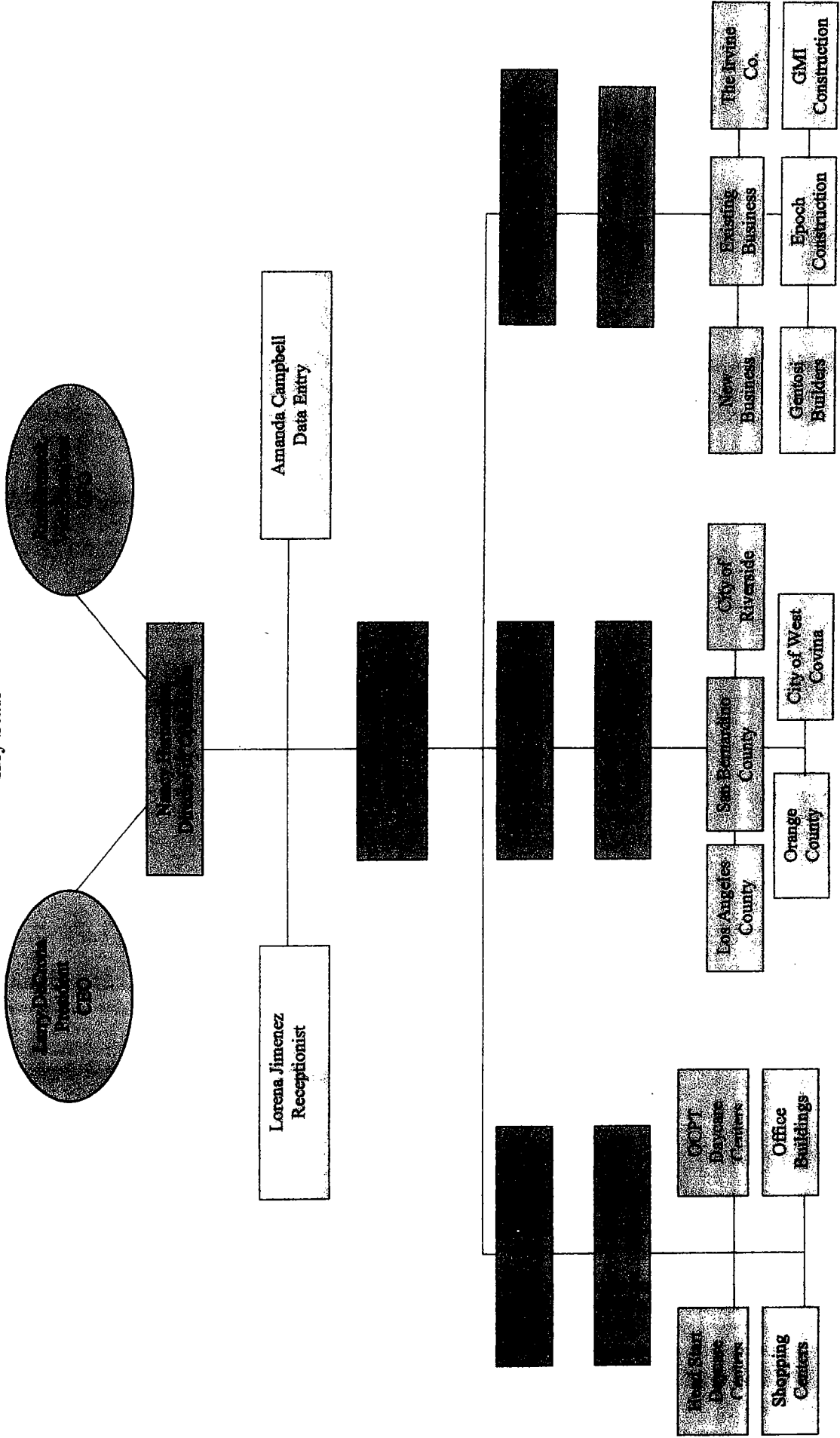
Organization

Superior Property Services, Inc. is a California Corporation, with Larry DeCrona and Ronald Bruneck as sole owners and principal officers. Superior has been in the property maintenance since 1992 and have been providing graffiti abatement services for over ten years.

Superior takes pride in constantly seeking to use the most up to date technology, data communications, computer technology and training, in the industry. We strive for greater service through better scheduling, project management, alignment of personnel along with working smarter and more efficiently. Our employee's have been with the company an average of 6 years. We have several that have been with Superior for over 15 years. We provide a great work environment with numerous company benefits.

Our organizational chart illustrates the growth and commitment to our employees:

Superior Property Services, Inc.
Key Staff



Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A (<i>City Terrace/North East Los Angeles</i>)
1998-1999	Zone 1A, 1B (<i>South East Los Angeles</i>) and Flood Control Channels
1999-2002	Zone 1D (<i>South Whittier/San Gabriel</i>), 1E (<i>Azusa</i>), 2A (<i>Florence/Firestone</i>), 2B (<i>Willowbrook</i>), 4A (<i>Hacienda Heights</i>), and 5A (<i>Pasadena</i>)
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D (<i>Athens</i>), 2E (<i>Lennox</i>), Flood Channel, and 2 nd Story (District 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1D, Flood Control Channel, 2 nd story (District 1 & 2), 5D, 5E, 5F, and 5G (<i>Palmdale/Lake Los Angeles</i>)

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings and County Court house interior/exterior
2004 – Current Fiscal Year	Santa Ana Police Department (Pressure Washing and Graffiti Abatement)
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4
2006 – Current Fiscal Year	City of West Covina (Graffiti Abatement Contract)
2006 – Current Fiscal Year	City of Colton (Graffiti Abatement Contract)
2006- Current Fiscal Year	City of Riverside (Graffiti Abatement Contract)

Superior Property Services, Inc.

Partial Reference List

AMC MANAGEMENT
AMERISTAR LENDING GROUP
AMERICAN RED CROSS
BIXBY LAND COMPANY
BPS GROUP
BRENTWOOD COUNTRY CLUB
BRYMAN COLLEGE
CANYON ACRES CHILDREN SERVICES
CENTER TRUST
CITY OF CLAREMONT
CITY OF COLTON
CITY OF RIVERSIDE
CITY OF SANTA ANA
CITY OF WEST COVINA
COUNTY OF LOS ANGELES
COUNTY OF ORANGE
DIX DEVELOPMENT
DW HOLLAND COMPANY
EASY ACCESS SELF STORAGE
EPOCH CONSTRUCTION
FLEET FUELS
FOUNTAINGLEN PROPERTIES
GODBAY MONROE
GT BICYCLES
HACKETT MANAGEMENT CORP.
IC MYERS PROPERTIES
KF PARTNERS
LIMELIGHT JAVA
LOS ANGELES COUNTY FLOOD CONTROL
MADISSON MARQUETTE MANAGEMENT
MARNELL CORRAO
MC CARRION AIRPORT,- Las Vegas, NV
MINI-U-STORAGE
NATIONAL AUCTION PROPERTIES, INC.
NEW YORK, NEW YORK HOTEL, Las Vegas, NV
ORANGE COAST JEEP,GMC & BUICK
ORANGE COUNTY HEAD START
ORANGE COUNTY PARENTS & TEACHERS
PHILARMONIC HOUSE OF DESIGN
PRESBYTERIAN CHURCH OF THE COVENANT
PROWEST PCM, INC.
RESCO SELF STORAGE
RIDGEPARK LANDSCAPE
RIVERSIDE COUNTY TRANS. COMMITTEE
RUBY'S RESTAURANTS
S & S BUILDING MAINTENANCE
SCHROEDER MANAGEMENT
SHOOK PROPERTIES
SHURGARD SELF-STORAGES
SPERRY VAN NESS
SOUPLANTATION RESTAURANTS
THE CARLSON COMPANY
TUSTIN UNIFIED SCHOOL DISTRICT
UNITED CONSTRUCTION
W. CRAIG DOOTSON
WAHOO'S RESTAURANTS
X-TECHNOLOGIES
24 HOUR FITNESS CENTERS

Staff/Key Personnel

Lawrence E. DeCrona

President

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly University where he obtained a degree in Business Administration. He began his career in real estate and marketing in 1973 and specialized in residential and commercial income producing properties. Mr. DeCrona is a licensed General Contractor and has acted as Owner/General Partner in the acquisition, development or management of over \$22,000,000 in real estate projects.

As a developer/builder, he has built or renovated over 195 apartment units and completed construction of thirty-three single family and multi-family homes in Southern California. He has also completed construction and renovated over 178,000 square feet of commercial/industrial property and received the "Historical Restoration Award" from the City of Santa Ana in 1988 for the Oddfellows Building originally constructed in 1906.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.

Ronald L. Bruneck

Vice President

Began his career in Real Estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2500 residential units and numerous commercial properties. He obtained his real estate brokers license in 1976, owned and managed Lanco Property Management until 1989. He then started CDS Maintenance, which later became Superior Property Services in 1994. Mr. Bruneck is married with 2 boys and resides in Tustin, CA. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Ron Bruneck have worked together for over 20 years and in 1994 became partners to form Superior Property Services, Inc.

Nancy Hernandez

Director of Operations

Office Manager

Ms. Hernandez joined our company in 1992. Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez attended Orange Coast College taking classes in business management and accounting. Ms. Hernandez directly over sees the office staff and indirectly is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is an integral part of the Superior operation and family.

Francisco Cuenca
Operations Manager

Francisco has been with Superior for over ten years and started as one of our maintenance men and pressure washers. Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

In order to assure the highest quality service, we inspect all jobs on a frequent basis. A supervisor is assigned to a specific area on a full-time basis. The supervisor visits the job sites at least twice a week, or more if needed. Inspections are made both during business hours and after to insure that projects are completed professionally and on schedule. We employ only qualified and skilled persons who have passed our rigid qualifications and training. These supervisors report directly to Mr. Cuenca.

Amanda Campbell
Data Entry

Miss Campbell has been with company for 2½ years, she is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Campbell handles all of our data entry and helps keep all of our computers up and running. She currently is attending CSUF working towards a degree in computer science.

Lorena Jimenez
Receptionist

Miss Jimenez has just recently joined the Superior team. Miss Jimenez helps with the office work and answering the phones.

Mario Mendez
Area Supervisor

Mario has been with the company for 3½ years. Mario is bilingual and has been involved in the janitorial industry his whole career. He has worked his way up from a janitorial position to building supervisor, area manager, lead floor crew supervisor to area supervisor. Mario oversees all of our janitorial contracts and works closely with our other supervisors in improving training techniques and reporting.

Robert Cazares
Crew Supervisor

Robert has been with Superior for over 6 years, working on graffiti abatement contracts the whole time. Robert now oversees all of our graffiti abatement contracts and crews. He spends a great deal of his time inspecting areas; Robert will be assigned to oversee the Montebello Graffiti Abatement if awarded this contract. Robert worked for Graffiti Control for 2 years prior to joining our team. He had almost 5 years of prior experience in painting. Robert has excellent references and experience in both painting and pressure washing.

Chris Bruneck
Field Supervisor

Chris has grown up with Superior and has worked in all phases of the company. He has worked as a janitor, graffiti crew, data entry, and maintenance crew. He now oversees all of our maintenance work, pressure washing and new construction clean-up work. He also helps out with graffiti abatement in the flood channels when necessary. Chris has a passion for soccer and is attending college pursuing a degree in accounting.

Graffiti Abatement Crew members

Roberto Cazares Murillo – 25 years of painting experience/7 years in graffiti removal
Francisco Santos - 10 years of painting experience/3 years in graffiti removal
Martin Leon - 7 years of painting experience/5 years in graffiti removal
Rogelio Vasquez – 15 years of painting experience/6 years in graffiti removal
Jesus Navarro Jr. – 5 years of painting experience/2 years in graffiti removal
Jesus Navarro Sr. – 4 years of painting experience/3 years in graffiti removal
Luis Garcia – 8 years of painting experience/5 years in graffiti removal
Jose Chavez – 10 years of painting experience/5 years in graffiti removal
Joshua Moreno – 1 year of painting experience/6 months in graffiti removal
Alejandro Gonzalez – 5 years of painting/pressure washing experience/4 years in graffiti
Feliciano Ordonez – 3 years of painting experience/2 year in graffiti removal
Jose F. Ordonez – 7 years of painting experience/3 year in graffiti removal
Ramon Santos – 9 years of painting experience/5 years of graffiti removal
Alejandro Trujillo – 3 years of painting experience/2 years of graffiti removal

All of our crewmembers have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive 2 weeks of extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety, paint sprayer maintenance and additional training in their specific area.

PLAN OF ACTION / APPROACH

East Floods

Annual Proposed Price:	\$155,900
Monthly Proposed Price:	\$12,992
Size:	80 channels

Proposed Coverage

- **2 roving paint crews work schedule Monday ~ Friday 6:00am to 2:30pm**
- **1 roving pressure washing crew (as needed)**
- **1 supervisor (available 5 days/week)**
- **Additional support as requested**

Superior has provided graffiti removal in the East Floods for the last three years. In addition, we were the first contractor to provide graffiti abatement service for all of the flood channels in the initial contract July 1998 through June 1999. During that time we successfully implemented programs that are still being used today to systematically eradicate graffiti. We developed color matched recycled paint used only in the channels. We established customized trucks and scheduled routes to patrol flood channels systematically to maintain zero-tolerance, per our contract. We virtually eliminated graffiti from all bicycle paths, under bridges, drain outlets, retaining walls, bridge abutments, piers and some very hard to reach visible areas. Since that time the contracts have been greatly expanded in scope and size.

These flood channels in this area, on the most part, are much smaller but are harder to gain access. We could use less paint since most of the graffiti in these channels is smaller, but these channels are very labor intensive and are harder to patrol on a regular basis. Plus several areas will need a two-man crew to be able to safely and efficiently remove the graffiti.

Our prior experience working in the flood control channels give us a very unique understanding of what is required to maintain the East Flood Channels graffiti free. The East Floods consist of over 80 separate channels, including parts of four major channels and the Arroyo Seco channel which takes a two man crew and all day to clear the entire channel. Over the last three years we have been able to identify those channels which incur higher frequencies of graffiti. We would patrol those channels on a regular basis and the others on a less frequent basis.

South Floods

Annual Proposed Price:	\$311,900
Monthly Proposed Price:	\$25,992
Size:	14 channels

Proposed Coverage

- **4 roving paint crews work schedule Monday ~ Friday 6:00am to 2:30pm**
- **1 roving pressure washing crew (as needed)**
- **1 supervisor (available 5 days/week)**
- **Additional support as requested**

Superior has previously provided graffiti removal in the South Floods and are familiar with most of the channels in this area. Unlike the channels in the East, there are fewer channels but they are much longer and could require a lot more travel and paint consumption. Some of the channels run from the 60 freeway all the way to the ocean. These channels are much wider and open in most places and once in the channel a crew can stay in the channel until the end. Rather than split the area up by location we would divide the routes by channel and a crew would be responsible for patrolling an entire channel and completing all work orders before moving on to a new channel. A Two-man crew could be used in some channels where it is more effective to do so. However, on the most part one man crew would be used.

Crew 1:

Monday; Ballona Creek & Sepulveda Channel
Tuesday; Centinela Creek & begin Dominquez channel, this channel will take longer because you have many ingress and egress points. It is more time consuming but uses less paint than other channels.
Wednesday; finish Dominquez Channel, Compton Creek & Project 130
Thursday; patrol Channel DDI22, Sorensen Drain and start in the upper end of San Gabriel River
Friday; continue to patrol the upper end of the San Gabriel River above Telegraph road

Crew 2:

Monday & Tuesday;
San Gabriel River east side starting at Telegraph Rd.
Wednesday & Thursday;
San Gabriel River west side starting at Telegraph Rd.
Friday; complete any open work orders in the San Gabriel River

Crew 3:

Monday ~ Thursday;
patrol and complete work orders in the Rio Hondo River & Los Angeles River
Friday; Team up with crew 4 to cover any areas a two man crew is required.

Crew 4:

Monday ~ Thursday;
Patrol and complete work orders in the Coyote Creek & La Mirada Creek. Our previous experience has shown that these two channels are not the largest, but they receive a great deal of graffiti and require considerable attention.
Friday; work with crew 3 in completing any areas that have required a two man crew.

West Floods

Annual Proposed Price:	\$195,900
Monthly Proposed Price:	\$16,325
Size:	52 channels

Proposed Coverage

- **2 roving paint crews work schedule Monday ~ Friday 6:00am to 2:30pm**
- **1 roving pressure washing crew (as needed)**
- **1 supervisor (available 5 days/week)**
- **Additional support as requested**

This area is similar to the East, it has mostly smaller channels which take more time to get into an out, but use less paint. We are familiar with some of these channels, however this area has been expanded since the last time we worked these channels. We would divide the area into two routes along the 405 freeway. If awarded this contract we would schedule each crew channels in their area and inspect all channels to determine a more efficient route and schedule.

Over the years we have established a partnership with a major paint supplier to provide us with recycled paint at the lowest prices possible. Our supplier has committed to us for the next 3 years to lock their current prices, provide inventory and stock Superior Graffiti Block paint. They will ship to our warehouses within 24 hours and will stock our products in any of their local stores requested. They will also provide next day service for all color matches.

Our crews are based out of or our new warehouse Located just off 605 & 5 freeways, in the City of Pico Rivera. We will be relocating our corporate offices to this location in November. We also have a Pomona warehouse to service the Inland Empire area. As a result of locating our warehouses closer to the areas and reducing the crew's paper work we have estimated that our crews average 2 hours more time actively removing graffiti than our competitors. In the event of rain, high graffiti incidents or special requests our crews could be required to work Holidays. All crews are uniformed equipped with cell phones. Each truck is equipped with custom ladder racks, emergency flashers, cones, paint sprayers and a system for handling smaller tags and curbs. We also have trailer mounted and truck mounted pressure washers available for daily service.

We have always taken a proactive approach to removing graffiti and participate in all programs that work to that end. We are the only graffiti abatement contractor to regularly attend and participate in MAGIC, which is designed to provide a working relationship between Government agencies, Law Enforcement and private contractors.

Training Program/Quality Assurance Program

All new crewmembers go through a two-week training program prior to working in the field. The training program will consist of the following:

- ◆ Three days of painting techniques; color matching; equipment care; preparation and cleanup;
- ◆ One day of safety procedures; Material Safety Data Sheets; and office procedures
- ◆ Two days of field training which will consist of familiarization with the specific zone and graffiti removal problems.
- ◆ Five days of field training with a supervisor.

We have an existing relationship with Dunn Edwards Paints and have established a training program where they will provide training in painting equipment, painting techniques and color matching.

After 90 days all employees must be reviewed and go through an additional day of training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory training sessions for all personnel. This training includes safety issues as well as specific employment issues, such as sexual harassment issues, employment benefits and polices.

Superior requires all crewmembers be bilingual and in order to insure that takes place we encourage all employees attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Our Field Supervisors are provided with the specific requirements and scope of work for Los Angeles County Graffiti Abatement Program.

We monitor these requirements in the field to make sure they are being met and completed in a timely manner. We meet with every employee working on Los Angeles County contracts quarterly to review their understanding and performance in complying with the required scope of work.

Each employee maintains daily logs of all work completed. Our inspectors spot check these logs on a regular basis to determine if the work was completed properly.

REQUIRED LICENSE AND PROOF OF INSURANCE

Licenses

Superior maintains a class C-33, C-61/D-38 Contractors License.

Insurance

Superior maintains full insurance coverage including Workers Compensation, General Liability, and Auto. **(See attached certificate of insurance.)**

Health Insurance is offered to all new employees and is available after 180 Days of continuous employment.

Price Sheets/ Bids

See Attached

Additional Data (last section)

No subcontractors or subconsultants will be used to comply with these contracts.



State Of California

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **835687** Entity **CORP**

Business Name **SUPERIOR PROPERTY SERVICES
INC**

Classification(s) **C33 C61/D38**

Expiration Date **04/30/2008**



ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 10/15/07
PRODUCER Yorba Linda Insurance Services, Inc P.O. Box 661 Yorba Linda, CA 92885-0661 Phone (714)777-8388 Fax (714)777-8389	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Superior Property Services, Inc. 1415 E. Mcfadden Avenue #D Santa Ana, CA 92705	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Mount Vernon Fire Insurance Co.	
	INSURER B: Mercury Casualty Company	
	INSURER C: ACE Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	✓	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT LOC	CL 2301106	10/01/07	10/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
B	✓	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> DED \$1,000	AC11081351	07/23/07	07/23/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C		GARAGE LIABILITY 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
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	C44821333	05/11/07	05/11/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

10 day notice of cancellation for non-payment of prmeium.
 Certificate holder is hereby recognized as additional insured per attached endorsement.
 All Operations.

CERTIFICATE HOLDER

CANCELLATION

County of Orange RDMD/Facilities Operations County Property Permits 1143 East Fruit Street Santa Ana CA 92701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL EXCEED BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT NOT LESS THAN 30 DAYS BEFORE THE EXPIRATION DATE OF ANY POLICY. AUTHORIZED REPRESENTATIVE Guy Borak
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PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 * PO Box 989052

West Sacramento, California 95798-9052 * (800) 559-5529

SB APP 20050504

May 4, 2005

REF# 0026908
SUPERIOR PROPERTY SERVICES INC
1415 E MCFADDEN AVE STE D
SANTA ANA CA 92705

Dear Business Person:

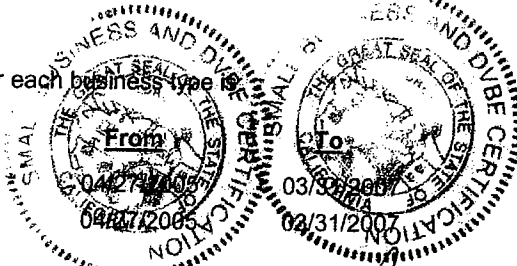
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act.

Certification period

Your certification period for each business type is:

Industry

SERVICE
CONSTRUCTION



Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintain Your Online Certified Firm Profile

Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently using a GPS system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log shall include type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure that our warehouses are close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Our graffiti crews spend far more time actually removing graffiti than any of our competitors.

Communication

Superior will continue to maintain an office in Santa Ana as well as one or more satellite warehouse in the Los Angeles area. We anticipate that work request can be faxed to our 800 fax number or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones or pagers and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders faxed to us would come into our computer and automatically log into our system. Each crew has cellular phones as well as pagers to insure that we handle all requests in a timely manner.

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer CIGNA HealthCare Med Plus Plan (policy #CG585), which provide full medical for our employee and dependents at a cost of \$2.20 per hour And plus an hourly wage of \$9.65 per hour.

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 15th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- ❖ Health Insurance
- ❖ Holidays
- ❖ Personal/Sick Leave Benefits
- ❖ Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- ❖ Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- ❖ After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- ❖ After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- ❖ After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- ❖ New Year's Day (January 1)
- ❖ Good Friday (Friday before Easter) Half day off
- ❖ Independence Day (July 4)
- ❖ Labor Day (first Monday in September)
- ❖ Thanksgiving (fourth Thursday in November)
- ❖ Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- ❖ Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- ❖ Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- ❖ Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

Funding Sources

Superior has been in business for over 15 years and have established banking relationships with both Union Bank an Orange Community Bank. Orange Community Bank has reviewed our financials and have indicated a willingness to provide a substantial line of credit if needed for any expansion. Superior has no debt and has capital available for expansion. Our paint suppliers have given us a 3-year price commitment to insure our ability to meet our contractual obligations. No outside funding is anticipated.

List of Vehicles and Equipment

2006 Ford F-150 Truck
2005 Chevy Sierra Truck
2003 Chevy Truck
2003 Ford F350 Van
2000 Toyota Tundra Truck
1998 Dodge Dakota
1997 GMC Sierra Pickup Truck
1996 Chevy Truck
1996 Dodge Truck
1994 Ford Ranger
1994 Dodge Ram
1994 Chevy S-10 Truck
1993 Ford F250
1991 Dodge Dakota Truck
1990 Toyota Truck
1990 Mitsubishi Truck
1985 Toyota Truck
1985 Chevrolet Van

4 Trailer Mounted Landau Pressure Washer/Steam Cleaner
2 Truck Mounted Pressure Washer/Steam Cleaner
Extension wands for water blasting of high areas
2 Sand blasting pots and wands
5000 Grayco Airless Paint Sprayer
3900 Grayco Airless Paint Sprayer
3600 Grayco Airless Paint Sprayer
8 Speed Flow Airless Paint Sprayers
Coleman 8 HP Generator
Portable scaffolding
Extension Ladders and Step Ladders
Custom Ladder Racks with water tanks
Custom Hose Reels
Full supply of all pressure washing equipment, hoses and Turbo
nozzles
Full supply of sand blasting equipment
Full supply of all painting equipment & hoses
550 feet of Rubber Steel jacketed fire hose
Steel Eagle Surface cleaning spinners
Floor scrubbers for concrete and flooring

Transporting Workers & Materials

Superior has established satellite warehouses located centrally to our graffiti abatement contracts. Employees would be required to report to directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they would return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment is ready for each crew.

Communication

Superior will continue to maintain an office in Santa Ana as well as one or more satellite warehouse in the Los Angeles area. We anticipate that work request can be faxed to our 800 fax number or called into our phone at (800) 741-2532, where our bilingual office staff would forward the work order to the appropriate crew. We currently maintain all staff with mobile phones or pagers and our 24-hour voice mail can reach company owners and supervisors when necessary. Work orders faxed to us would come into our computer and automatically log into our system. Each crew has cellular phones as well as pagers to insure that we handle all requests in a timely manner.

VERIFICATION OF PROPOSAL

DATE: Oct. 26, 2007		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: Larry DeCrona			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Superior Property Services, Inc.		Telephone No.: (714) 285-1200	
Address: 1415 E. McFadden Ave., Suite D Santa Ana, CA		Fax No.: (714) 285-1202	
e-mail: info@superior.com	County WebVen No.: 51739001	IRS No.: 33-072-3535	Business License No.: 0174570
7. Proposer's fictitious business name(s) or dba(s) (if any): NONE			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor		Name of Proprietor:	
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: 1415 E. McFadden Ave., Ste. D Santa Ana	
		State of incorporation: California	
		Year incorporated: 1995	
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Larry DeCrona	Title President	Phone (714) 285-1200	Fax (714) 2851202
Street 1415 E. McFadden Ave.	City Santa Ana	State CA	Zip 92705
Name(s) Ron Bruneck	Title Vice President	Phone (714) 285-1200	Fax (714) 2851202
Street 1415 E. McFadden Ave.	City Santa Ana	State CA	Zip 92705
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
CHECK ONE:		<input type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge;	
		<input checked="" type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.	
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: <i>Larry DeCrona</i>			Date: 10/31/07
Type name and title: Larry DeCrona, President			

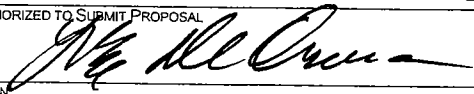
SCHEDULE OF PRICES

FOR

GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES (2007-PA0049)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, overtime, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
GRAFFITI REMOVAL AT EAST AREA FLOOD CONTROL FACILITIES	\$12,991.67	\$155,900.00

LEGAL NAME OF PROPOSER		
Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
		
TITLE OF AUTHORIZED PERSON		
President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
10/31/07	835687	C33/D38
PROPOSER'S ADDRESS:		
1415 E. McFadden Ave., Suite D Santa Ana, CA 92705		
PHONE	FACSIMILE	E-MAIL
(714) 285-1200	(714) 285-1202	Larry@4superior.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Superior Property Services, Inc.		
Company Address: 1415 E. McFadden Ave., Suite D		
City: Santa Ana	State: CA	Zip Code: 92705
Telephone Number: (714) 285-1200		
(Type of Goods or Services): Graffiti Abatement Services		

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

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

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

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

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


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

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

Part II: Certification of Compliance

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

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

Print Name: Larry DeCrona	Title: President
Signature: 	Date: 10/31/07

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)
 SERVICE BY PROPOSER Graffiti Abatement Services
 PROPOSAL DATE: Oct. 31, 2007


This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	50	65	70	40	50	275	55
2. Total dollar amount of Contracts (in thousands of dollars).	111	700	900	525	1.4 mil	3.6 mil.	1.8 mi
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	5	0	0	0	1	6	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	5	0	2	0	2	9	0

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

Superior Property Services, Inc.
 Name of Proposer or Authorized Agent (print)


 Signature

10/31/07
 Date

CONFLICT OF INTEREST CERTIFICATION

I, Larry DeCrona

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

of Superior Property Services, Inc.
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

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

Signed *Larry DeCrona, President* Date *10/31/07*

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES (2007-PA0049)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Graffiti Abatement	SERVICE DATES: 2003-Current
DEPT/DISTRICT: Public Works	
CONTACT: Ari Telias	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
E-MAIL: atelias@dpw.lacounty.gov	

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

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

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

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	SERVICE DATES: 2006-Current
AGENCY/FIRM: City of West Covina	
ADDRESS: 1444 W. Garvey Ave. West Covina, CA 91793	
CONTACT: Steve Samaniego	
TELEPHONE: (626) 939-8431	
FAX: (626) 939-8675	
E-MAIL: steve.samaniego@westcov.org	

SERVICE: Graffiti Abatement	SERVICE DATES: 2006-Current
AGENCY/FIRM: City of Riverside	
ADDRESS: 8095 Lincoln Ave. Riverside, CA 92522	
CONTACT: Bren Saki	
TELEPHONE: (951) 351-6103	
FAX:	
E-MAIL: Bseki@riversideca.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 2001-Current
AGENCY/FIRM: County of Orange	
ADDRESS: 1143 E. Fruit St. Santa Ana	
CONTACT: Norman Hamaker	
TELEPHONE: (714) 567-7750	
FAX:	
E-MAIL: normanhamaker@rdmd.ocgov.com	


SERVICE: Janitorial Graffiti Abatement	SERVICE DATES: 2004-Current
AGENCY/FIRM: Orange County Head Start	
ADDRESS: 2900 S. Harbor Ave. Ste. 101 Santa Ana	
CONTACT: Leisha Bundy	
TELEPHONE: (714) 241-8920	
FAX: (714) 241-0384	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	1415 E. McFadden Ave., Suite D Santa Ana, CA 92705
Internal Revenue Service Employer Identification Number	33-072-3535

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/>	YES
		<input type="checkbox"/>	NO

Proposer	Superior Property Services, Inc.	
Authorized representative	Larry DeCrona, President	
Signature		Date
		10/31/07

LIST OF SUBCONTRACTORS

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

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

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

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

I AM

As an eligible ^{state} Local SBE, I request this proposal/bid be considered for the Local SBE Preference ^{(see} attached

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 36

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	2	1	20	10
Asian or Pacific Islander						
American Indian						
Filipino						
White	2					

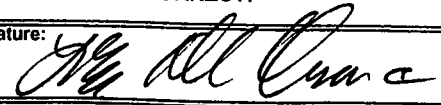
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:  Title: President Date: 10/31/07

GAIN/GROW EMPLOYMENT COMMITMENT


The undersigned:

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

OR

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

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

Signature 	Title President
Firm Name Superior Property Services, Inc.	Date October 31, 2007

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title:	Project No.

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

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

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

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

N/A

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.
Company Name

1415 E. McFadden Ave., Suite D Santa Ana, CA 92705
Address

33-072-3535
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(V)

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature (Handwritten: Larry DeCrona)

Date (Handwritten: 10/31/07)

Larry DeCrona, President
Name and Title (please type or print)

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

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

PWA

am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (323) 458-4194 :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition 13 contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

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

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

PRINT NAME:	TITLE:
SIGNATURE: <i>N/A</i>	DATE:

Additional Information

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

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

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- Monthly
 Quarterly
 Bi-Annual

- Annually
 Other (Specify): _____

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

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

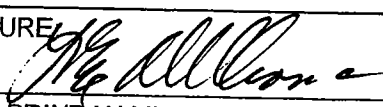
- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): Cigna Health Care

Company Insurance Group Number: 610449

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 10/31/07
PLEASE PRINT NAME: Larry DeCrona	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

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

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

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

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Larry DeCrona
Owner=s/Agent=s Authorized Signature

Larry DeCrona, President
Print Name and Title

Superior Property Services, Inc.
Print Name of Firm

10/31/07
Date

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

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

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

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner-SERAGENT-S Authorized Signature:
City, State, Zip Code	Print Name and Title:

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

N/A

11 Additional Pages are attached for a total of _____ pages.

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

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: Cigna

Date: Oct. 31, 2007

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Any Annual Deductible?			
Per Person	Y <input checked="" type="radio"/> N	\$	
Per Family	Y <input checked="" type="radio"/> N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y <input checked="" type="radio"/> N	\$	
Per Family	Y <input checked="" type="radio"/> N	\$	
Any Lifetime Maximum?			
Per Person	Y <input checked="" type="radio"/> N	\$	
Per Family	Y <input checked="" type="radio"/> N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y N	\$	
Emergency Care	<input checked="" type="radio"/> Y N	\$	
Home Health Care	<input checked="" type="radio"/> Y N	\$	
Hospice Care	<input checked="" type="radio"/> Y N	\$	
Hospital Care	<input checked="" type="radio"/> Y N	\$	
Immunizations	<input checked="" type="radio"/> Y N	\$	
Maternity	<input checked="" type="radio"/> Y N	\$	
Mental Health	<input checked="" type="radio"/> Y N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y N	\$	

LW-7 -- PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	\$	
Physical Therapy	(Y) N	\$	
Prescription Drugs	(Y) N	\$	
Routine Eye Examinations	(Y) N	\$	
Skilled Nursing Facility	(Y) N	\$	
Surgery	(Y) N	\$	
X-Ray and Laboratory	(Y) N	\$	

Under this health plan, a full time employee:

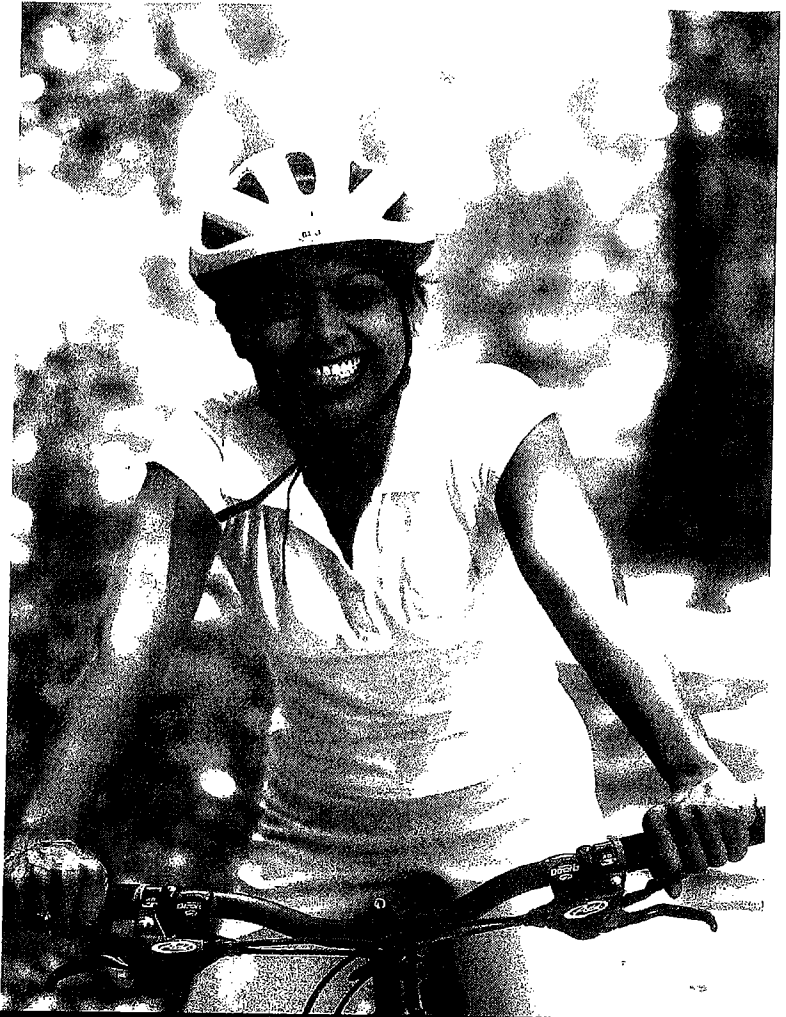
- Becomes eligible for health insurance coverage after 1 days of employment.
- Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 0 DAYS.

"See Attached from CIGNA"

CIGNA HealthCare MedPlus Plan



Benefit Highlights

For:

*Superior Property Services, Inc.
Hourly Employees
Plan H*



CIGNA HealthCare

CIGNA HealthCare MedPlus Plan



MedPlus —

*a health care
solution that can
meet your needs
for cost efficiency,
quality and
simplicity.*

This Plan provides coverage for you and your eligible dependents. There are no waiting periods, deductible or co-payments for covered services (except dental, doctor visits, and prescriptions). You are allowed to select the doctor, chiropractor, hospital, or other provider of your choice.

MedPlus is a collection of:

- Health Benefits
- Accident Benefits
- Dental Benefits
- Vision Benefits
- Prescription Drug Card Benefits

MedPlus is insured by CIGNA (Connecticut General Life Insurance Company), a recognized leader in the health insurance industry. The Boon Group®, in conjunction with its wholly owned subsidiaries and affiliated company, is a full-service employee benefits company specializing in the design, implementation, and administration of affordable benefit solutions.

How the MedPlus Plan Works

Under this Plan, benefits are based on an indemnity schedule. This means the plan will pay a benefit amount up to the annual maximums. This plan is not a major medical plan and does not have a coordination of benefits provision. Benefits under this plan are in addition to the benefits available to you under any other plan you may have.

There are three different Classes of Benefits. Under each Class of Benefits, you and your eligible dependents will receive all of the categories of

benefits shown above. However, the Class of Benefits for which you are eligible determines the amount that will be paid for each type of benefit. The Class of Benefits for which you are eligible is determined based on the number of hours worked or paid for during each qualifying month —

Hours of Work Credit	Class of Benefits
1 - 90	I
91 - 130	II
131 & Over	III

The Class of Benefits for which you are eligible may change from month to month depending upon the hours worked or paid for by your employer each month. If your hours fluctuate from month to month, so will your level of benefits.

Access to quality care

CIGNA's broad network of physicians and facilities must meet CIGNA's tough standards before participating in the CIGNA network, helping ensure you have access to quality care.

The advantages of using a CIGNA participating provider

MedPlus gives you the freedom to select the provider of your choice. However, if you chose a CIGNA participating provider you will benefit from discounted charges, resulting in lower out-of-pocket expenses to you.

You will continue to receive the network discounts even if you have exhausted your calendar benefit maximums.

enefits at a Glance

The MedPlus Plan provides each covered person with a set amount of benefit dollars for specified services. Some benefits include an annual, calendar year maximum which means that your benefit amounts will start over every January 1st. The MedPlus Plan pays up to the benefit maximums. This means that if charges are less than the stated benefit amount for a service, the Plan will pay "up to" the discounted charges.

<i>Hours of Work Per Month</i>	Class I 1 - 90	Class II 91 -130	Class III 131 or more
<u>MEDICAL OUTPATIENT</u>			
PHYSICIAN OFFICE VISIT			
Annual Maximum:	\$365	\$600	\$1,000
Office Visit Copay:	\$10	\$10	\$10
OUTPATIENT X-RAY AND LABORATORY			
Annual Maximum:	\$365	\$540	\$720
OUTPATIENT WELLNESS BENEFIT			
Annual Maximum:	\$200	\$200	\$200
Copay:	\$ 10	\$ 10	\$10
Immunizations per Visit Benefit: <i>(Children Under 18)</i>	The Plan pays the covered charges		
OUTPATIENT SURGICAL FACILITY BENEFIT			
Maximum Benefit per Surgical Occurrence:	\$520	\$695	\$875
OUTPATIENT EMERGENCY ROOM BENEFIT			
Maximum Per Visit:	\$125	\$125	\$125
Annual Number of Visits:	2	2	2
PRESCRIPTION DRUG BENEFIT			
Annual Maximum:	\$390	\$600	\$1,000
Copayment (Generic):	\$10	\$10	\$10
Copayment (Brand):	\$20	\$20	\$20
Prescription Discount:	Included	Included	Included
Oral Contraceptives:	Included	Included	Included
<u>MEDICAL INPATIENT</u>			
HOSPITAL ROOM AND BOARD BENEFIT			
Per Confinement Maximum:	\$15,600	\$20,850	\$26,250
Daily Benefit: <i>(up to 30 days per confinement)</i>	\$520	\$695	\$875
INPATIENT PHYSICIAN'S VISIT BENEFIT			
Per Confinement Maximum:	\$1,500	\$1,800	\$2,100
Per Visit Benefit: <i>(up to 30 visits per confinement)</i>	\$50	\$60	\$70
INPATIENT ROUTINE NEWBORN NURSERY CARE			
Per Confinement Maximum:	\$7,500	\$7,500	\$7,500
Daily Maximum: <i>(up to 30 days per confinement)</i>	\$250	\$250	\$250

CIGNA HealthCare
MedPlus Plan

Benefits at a Glance

Hours of Work Per Month

Class I
1 - 90 Class II
91 -130 Class III
131 or more

INPATIENT OR OUTPATIENT SERVICES

SURGICAL BENEFIT

NUMBER OF SURGICAL UNITS:

17 22 28
\$4,930 \$6,380 \$8,120

MAXIMUM BENEFIT:

<i>Examples:</i> PROCEDURE	PAYMENT FACTOR	SURGICAL BENEFIT
		<i>Class I / Class II / Class III</i>
Tonsillectomy:	40	Pays up to \$680 / \$880 / \$1120
Appendectomy:	80	Pays up to \$1360 / \$1760 / \$2240
Simple Fracture, Femur:	120	Pays up to \$2040 / \$2640 / \$3360

This benefit is calculated with a Payment Factor and Surgical Unit. For specific surgical amounts, please refer to your Certificate of Insurance.

ANESTHESIA BENEFIT

20% of the Surgical Benefit

ACCIDENT BENEFIT

Per Accident

\$715 \$890 \$1,070

ADDITIONAL BENEFITS

VISION CARE BENEFIT

Exam (Every 12 months):	\$45	\$55	\$65
Single Lenses (Every 24 months):	\$55	\$65	\$75
Contact Lenses (Every 24 months):	\$55	\$65	\$75
Bifocal Lenses (Every 24 months):	\$80	\$90	\$100
Frames (Every 24 months):	\$40	\$50	\$60

DENTAL BENEFIT

Annual Maximum (Employee):	\$500	\$750	\$1,000
Annual Maximum (Dependent):	\$250	\$375	\$500
Annual Deductible	\$25	\$25	\$25
Class A Expenses: Plan pays: <i>Preventive, Diagnostic, and routine restorative</i>	80%	80%	80%
Class B Expenses: Plan pays: <i>MAJOR SERVICES (subject to 12-month waiting period without prior creditable coverage)</i>	50%	50%	50%

24 HOUR NURSE LINE AND HEALTHY REWARDS®

Included Included Included

CIGNA HEALTHCARE WEB SITE

www.cigna.com/boon

Choice

- The Health MedPlus program includes CIGNA's national network of health care providers, one of the broadest in the country.
- Employees can choose to receive care from in-network or out-of-network providers, though benefit dollars go further when seeing in-network providers. Employees make that choice each time they receive care, not once a year at enrollment.

Cost Management Options

Employees can take advantage of the discounts CIGNA has negotiated with its participating providers when they seek care from in-network providers.

Access to Quality Care

- The Health MedPlus program includes a national network of credentialed physicians and facilities that meet CIGNA's standards.
- No referrals are required for specialist care.

How To Find Your Providers Online!

Locate participating providers and hospitals online using the CIGNA web site. It is a useful resource that allows you to look up providers by zip code, address, name and specialty. You can create, download and print your own personal directory any time to receive the most current information regarding participating providers in your area.

STEP ONE Go online to: www.cigna.com/boon

STEP TWO Select the box for the type of provider you need: *Physician, Hospital, or Facility & Ancillary*. Then click on **CONTINUE SEARCH**.

STEP THREE Next, enter your address and then select the box with the distance you are willing to travel and then click on **CONTINUE**.

STEP FOUR Next, select **CREATE A PERSONALIZED DIRECTORY** to print your directory.

*If you do not have access to
the internet or
you need assistance locating a
CIGNA provider in your area
please call:*

1-877-871-0930



CIGNA HealthCare

CIGNA companies are leading providers of employee benefits, health care, and insurance products to businesses and individuals worldwide. "CIGNA" and "CIGNA HealthCare" refer to the various subsidiaries of CIGNA Corporation, including Connecticut General Life Insurance Company, CIGNA Health Corporation, CIGNA Dental Health, Inc., Intracorp, CIGNA Behavioral Health, Inc. and Healthsource, Inc. Products and services are provided exclusively by subsidiaries, not by CIGNA Corporation.

Special Enrollment Provisions

Special Enrollment

Eligible Dependents

You may elect coverage for the following dependents:

- Your lawful spouse;
- Your unmarried child or stepchild who is less than 19 years old, 21 years old for life insurance, and lives with you;
- Your unmarried child or stepchild who is a full time student and is younger than 23 years old and lives with you;
- Your unmarried child or stepchild who is a full time student and is younger than 23 years old and does not live with you but you are legally required to support such child; and
- Your unmarried child or stepchild who is incapable of self-support because of a disability.

Late Entrants

If you decide not to enroll yourself or your eligible dependent(s) in this plan now, then decide to enroll at a later date, you must qualify for special enrollment. If you do not qualify for special enrollment, you may have to wait until an open enrollment period.

Qualified events include:

- Marriage
- Divorce
- Birth or Adoption of a Child
- Death of a Dependent
- Loss of other health coverage due to your spouse changing or losing a job.

If you have one of these Qualifying Events, you must enroll within 31 days of the event.

MedPlus Exclusions & Limitations

The Policy does not cover expenses incurred resulting from:

- (a) suicide or any attempt thereat, while sane or insane, or any intentionally self-inflicted injury or Sickness. This exclusion does not apply if the loss is as a result of a Medical Condition or an act of domestic violence;
- (b) rest care or rehabilitative care and treatment;
- (c) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to cosmetic surgery resulting from an Accident if performed on a Covered Person within 12 months of the date of the Accident;
- (d) the purchase or fitting of hearing aids;
- (e) care rendered by a Hospital or facility owned or operated by any agency of the government for service-related conditions. A governmental agency includes City, County, State or Federal Government. No claim will be reduced or denied solely on the ground of confinement in such a Hospital if the Insured is legally required to pay;
- (f) charges for immunizations, except as provided by the Child Health Supervision Services Benefit and as shown in the Schedule of Benefits;
- (g) voluntary abortion, except with respect to the Insured or covered Dependent spouse:
 - (1) where such person's life would be endangered if the fetus were carried to term; or
 - (2) where medical complications have arisen from an abortion;
- (h) pregnancy of a Dependent child;
- (i) the treatment of mental illness or functional or organic nervous disorder, regardless of cause, except as shown in the Schedule of Benefits;
- (j) participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
- (k) commission of a felony;
- (l) participation in a contest of speed in power driven vehicles, parachuting, or hang gliding;
- (m) air travel except:
 - (1) as a fare paying passenger on a commercial airline on a regularly scheduled route;
 - or
 - (2) as a passenger for transportation only and not as a pilot or crew member;
- (n) intoxication;
- (o) alcoholism, except as shown in the Schedule of Benefits;
- (p) drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed, except as shown in the schedule of benefits;
- (q) sex changes;
- (r) blood or blood plasma which is replaced at no charge to the Covered Person;
- (s) experimental treatments, drugs or surgery;
- (t) the reversal of tubal ligation and vasectomies;
- (u) artificial insemination and in-vitro fertilization;
- (v) contraceptive materials, devices or medications (except oral contraceptives) or infertility medications, except as otherwise required by law;
- (w) treatment of exogenous obesity or weight control;
- (x) charges for machines used for exercise or used to control the humidity or purity of the air such as: whirlpool; sauna; swimming pool; air purifiers; and electronic filters;
- (y) charges which the Covered Person is not legally required to pay or charges which would not have been made if no coverage had existed;
- (z) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law whether or not application for such benefits has been made; or
- (aa) charges for air or ground ambulance service, unless an Ambulance Benefit is shown as applicable on the Schedule of Benefits.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Out-Patient Physician Visit Benefit, the Out-Patient X-Ray and Laboratory Benefit, the Supplemental Accident Benefit, and the Out-Patient Prescription Drug Benefit:

- (a) any expenses incurred as an in-patient while confined to a Hospital;
- (b) charges for routine eye examinations or fitting of glasses;
- (c) charges for dental examinations or dental care other than expenses resulting from accidental injury; and
- (d) charges which are covered under any other part of this Plan.

In addition to the Exclusion and Limitations for all coverages, the following expenses are not covered under the Dental Care Benefit:

- (a) Class B expenses incurred during the first 12 months of coverage, unless the Insured provides proof of the coverage under a prior dental plan. However, credit is available only if the Insured notifies the Employer of such prior coverage, and fewer than 63 days elapse between coverage under the prior plan and coverage under this Plan, exclusive of any waiting period. Credit will be given for each day of coverage under all prior creditable coverage, provided fewer than 63 days elapsed between coverage under any two plans;
- (b) replacement of existing dentures or bridgework less than five years old, or for replacement because of loss or theft;
- (c) charges for orthodontics, unless shown in the Schedule of Benefits;
- (d) charges for services with respect to congenital malformations (other than for a newborn child of the Insured);
- (e) charges for dental care which are covered under any other part of this Plan;
- (f) charges by anyone other than a Dentist, except for charges for dental prophylaxis performed by a Dental Hygienist, under the supervision and direction of a Dentist;
- (g) charges for more than one fluoride treatment, one dental prophylaxis, or one bite-wing x-ray in a six-month period; and
- (h) charges for more than one complete mouth x-ray in a two-year period.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Vision Care Benefit:

- (a) charges for more than one routine eye exam in 12 consecutive months;
- (b) charges for more than one pair of eye glasses including lenses and frames, or one pair of contact lenses within 24 consecutive months;
- (c) charges for eye glasses or contact lenses not prescribed by an eye doctor;
- (d) charges for sunglasses, plain or prescription, safety lenses, or goggles;
- (e) charges for radial keratotomy or similar surgery done in treating myopia; and
- (f) charges for eye surgery, or vision charges which are covered under any other part of this Plan.

The following is not covered under the Life Insurance Benefit:

SUICIDE: If any Covered Person, sane or insane, should die by suicide within two years (one year in Colorado and North Dakota) of his or her Effective Date of coverage, benefits will not be payable. (In Missouri, the reference to insanity does not apply and suicide is no defense to payment under this Policy where the Insured is a Missouri citizen unless the Company can show that the Insured intended suicide when he or she applied for coverage, regardless of any language contrary in this Policy.)

In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Accidental Death and Dismemberment Benefit:

- (a) infection of disease, whether the infection or disease is the proximate or contributing cause of the loss; (This does not apply to pyogenic infections which occur through an accidental wound or cut.) or
- (b) voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of a licensed physician. (Accidental ingestion of a poisonous substance is not excluded.)

This summary of benefits is intended to provide highlights of the plan. It does not replace or supplement the policy and or certificate booklet.

This Benefit Highlights is intended to provide you with an overview of the MedPlus Plan benefits. It does not replace or supplement your insurance certificate booklet. Please refer to the MedPlus Plan Certificate Booklet for specific coverage and limitations.

The MedPlus Plan is insured by Connecticut General Life Insurance Company, CIGNA. The CIGNA companies are leading providers of employee benefits, health care, and insurance products to businesses and individuals worldwide. "CIGNA" or "CIGNA HealthCare" refer to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, Tel-Drug, Inc. and its affiliates, CIGNA Behavioral Health, Inc., Intracorp, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

Products are marketed through The Boon Insurance Agency, Inc., a wholly owned subsidiary of The Boon Group, Inc. Third Party Administrative Services are provided by Contractors Employee Benefits Administration, Inc. (CEBA®), a wholly owned subsidiary of The Boon Group, Inc., and by Foundation Benefits Administrators, Inc., an affiliated entity of The Boon Group, Inc.

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach a sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Each employee maintains a daily time card and logs the start, lunch and end with GPS on their cell phone. They report to a central warehouse; shift starts from this location and travel to work site during shift.</p> <p>Shift starts when employee arrives at warehouse and begins work at the central warehouse.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

2. REPORTING TIME

How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?

Our Supervisor is on site to make sure all employees properly clock in. In addition we can track thier shift start time and location with their GPS cell phone.

3. RECORDS OF ACTUAL TIME WORKED

- 3.1. What records are created to document the beginning and ending times of employee's actual work shifts?
- 3.2. What records are maintained by the Proposer of actual time worked?
- 3.3. Are the records maintained daily or at another interval (indicate the interval)?
- 3.4. Who creates these records (e.g., employee, supervisor, or office staff)?
- 3.5. Who checks the records, and what are they checking for?
- 3.6. What happens to these records?
- 3.7. Are they used as a source document to create Proposer's payroll?

Time cards, plus computerized time sheets from GPS syst.

Same as above.

Records are maintained daily.

Employee and Office staff.

Office manager checks time cards for completeness and accuracy, cards are then compared to our GPS system reports.

Any issues found are brought to the employees' attention and corrected.

3.7- yes.

3.8. ATTACH COPIES OF THESE RECORDS.

Location Details for 'Garcia, Luis F.' between 30-Oct-07 6:00 AM and

Time	Event Ref ID (Reference)	Speed (mph)	Direction	Event	Stop Duration (min)	Time of Day	Event Address (Only)
2:58 PM	33.928936/- 118.10242		0 North	Auto Real Time	35 (35)	36.7 --	
2:53 PM	33.928699/- 118.102527		0 North	Auto Real Time	30 (35)	36.7 --	
2:48 PM	33.928731/- 118.102506		2 South West	Auto Real Time	25 (35)	36.7 --	
2:43 PM	33.928752/- 118.102634		1 South	Auto Real Time	20 (35)	36.7 --	
2:38 PM	33.928848/- 118.102548		1 East	Auto Real Time	15 (35)	36.7 --	
2:33 PM	33.928819/- 118.102506		0 North	Auto Real Time	10 (35)	36.7 --	
2:28 PM	33.928848/- 118.102442		0 North	Auto Real Time	5 (35)	36.7 --	
2:23 PM	33.928819/- 118.102367		0 North	Auto Real Time	0 (35)	36.7 --	
2:18 PM	33.935653/- 118.097834		0 South West	Auto Real Time	--	36.2 --	
2:13 PM	33.947595/- 118.117204		0 West	Auto Real Time	--	34.8 --	
2:08 PM	33.971603/- 118.102548		5 South West	Auto Real Time	--	33 --	
2:03 PM	33.972331/- 118.101119		2 North	Auto Real Time	1 (1)	32.9 --	
2:01 PM	33.972331/- 118.101119		2 North	Shift End	0 (1)		9143 Perkins St, Pico Rivera, CA, 32.9 90660
1:58 PM	33.972224/- 118.101332		4 South West	Auto Real Time	--	32.9 --	

10:53 AM	34.042896/- 118.185034 34.044667/- 118.184671	3 North West	Auto Real Time	--	21 --
10:47 AM		18 South	Auto Real Time	--	20.9 --
10:45 AM	34.052928/- 118.191412 34.052928/- 118.191412 34.047147/- 118.207871 34.047147/- 118.207871 118.20978 34.031075/- 118.20978 34.031075/- 118.20978 34.031075/- 118.20978	--	Lunch End	2 (2)	1254 N Hicks Ave, East Los Angeles, CA, 20.2 90063
10:42 AM		--	Auto Real Time	0 (2)	20.2 --
10:37 AM		--	Auto Real Time	35 (35)	19.5 --
10:32 AM		--	Auto Real Time	30 (35)	19.5 --
10:27 AM		--	Auto Real Time	25 (35)	19.5 --
10:22 AM		--	Auto Real Time	20 (35)	19.5 --
10:17 AM		--	Auto Real Time	15 (35)	19.5 --
10:17 AM	34.031075/- 118.20978 34.031075/- 118.20978 34.042405/- 118.18946 34.042824/- 118.18946 34.033627/- 118.19073 34.033627/- 118.19073 34.045419/- 118.179775	--	Lunch Start	14 (35)	850 Camulos St, Los Angeles, CA, 19.5 90023
10:12 AM		--	Auto Real Time	10 (35)	19.5 --
10:07 AM		1 South East	Auto Real Time	5 (35)	19.5 --
10:02 AM		0 South East	Auto Real Time	0 (35)	19.5 --
9:57 AM		--	Auto Real Time	10 (10)	18.9 --
9:52 AM		--	Auto Real Time	5 (10)	18.9 --
9:47 AM		1 South East	Auto Stored	0 (10)	18.9 --

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

Office Manager

Employee signs the card prior to payroll.
Same as 3.5

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

Meal breaks are paid and employee logs their break into their GPS cell phone, which can be verified in real time

Yes, we maintain their GPS log sheets.

Office Manager

QUESTION

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

6. HOW PAYROLL IS PREPARED

- 6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?
- 6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?

6.5. ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).

Office manager enters payroll information from time cards into our Quickbooks payroll system. Quickbooks prepares our payroll checks and automatically adjusts our system.

Employees are issued a payroll check prepared by a payroll service. We then print the payroll checks on our system.

Single check for all sums owed to employee.

Sample attached. All items are itemized.

SUPERIOR PROPERTY SERVICES, INC.

1415 E. MCFADDEN AVE., SUITE D
SANTA ANA, CA 92705

ORANGE COMMUNITY BANK

ORANGE, CA 92867
90-4317-1222

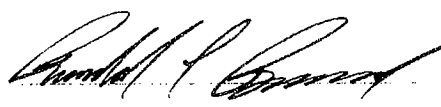
11/1/2007

PAY TO THE ORDER OF Roberto Murillo Cazares

\$**879.67

Eight Hundred Seventy-Nine and 67/100***** DOLLAR

Roberto Murillo Cazares



MEMO Pay Period: 10/11/2007 - 10/25/2007

⑈013963⑈

080971/07-05

SUPERIOR PROPERTY SERVICES, INC.

1396

Employee	SSN	Status (Fed/State)			Allowances/Extra	
Roberto M. Cazares,	***-**-1285	Married/Married (one income)			Fed-1/0/CA-1/0	
		Pay Period: 10/11/2007 - 10/25/2007			Pay Date: 11/01/2007	
Earnings and Hours	Qty	Rate	Current	YTD Amount		
Salary			26.88	156.66	11.00	21.00
Hourly Rate	88.00	11.00	968.00	18,799.00	24.00	16.00
Overtime Rate	2.00	16.50	33.00	5,065.52		
Sick Hourly Rate				121.00		
Vacation Hourly Rate				264.00		
			1,027.88	24,406.18		
Taxes			Current	YTD Amount		
Federal Withholding			-55.00	-1,628.00		
Social Security Employee			-63.73	-1,513.18		
Medicare Employee			-14.90	-353.89		
CA - Withholding			-8.41	-252.52		
CA - Disability Employee			-6.17	-146.44		
			-148.21	-3,894.03		
Adjustments to Net Pay			Current	YTD Amount		
Reimbursement - Other				27.99		
Net Pay			879.67	20,540.14		
Paid Time Off			YTD Used	Available		

Superior Property Services, Inc., 1415 E. McFadden Avenue, Suite #D, Santa Ana, CA 92705 (714) 285-1200

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

7. MANUAL PAYROLL SYSTEM

7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.

7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

N/A we do not use a manual payroll system.

Each rate is listed. Hours worked at each rate is determined by the work and agreed to by the employee.

8. AUTOMATED PAYROLL SYSTEM

8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.

8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?

8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

Office manager enters the required information into Quickbooks Payroll 3-5 days prior to payroll date. Quickbooks uses information to prepare all payroll and reports.

Same as 7.2

The calculation is embedded.

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
 - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
 - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

All travel time is paid once employee starts shift.
 Travel time is paid at base rate or overtime rate is applicable.
 3 hours plus travel to the next location are paid at LW rate. Shift starts at next location and travel back to warehouse would be paid at the non-LW rate.
 All work time and travel time would be paid at LW rate.

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

Per labor wage board; Overtime is time and half over 8 hours per day or 40 hours per week.
 Rates are weighed and averaged and then time and a half is applied.

DATED: 10/31/07



PROPOSER'S SIGNATURE: _____

THE FACTS

- **16 ³/₄ Million Square Feet**
 - **Total Graffiti removed**

- **116,141**
 - **Total # of Tags removed**

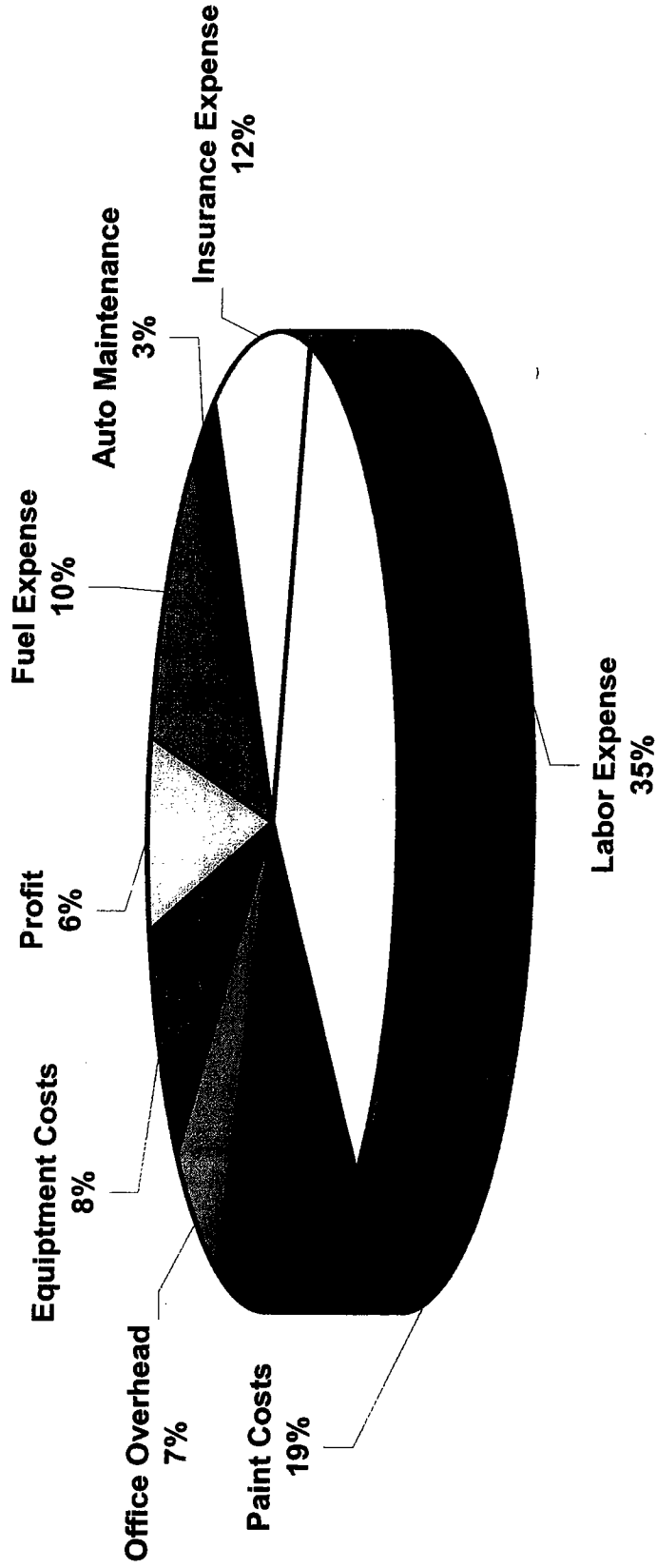
- **33,521 gallons**
 - **Paint used per year**

- **12¢ per sq. ft.**
 - **Average cost per square foot**

- **\$7.42**
 - **Cost per tag**

Based on work performed by Superior Property Services over the last three years**

GRAFFITI ABATEMENT COSTS





JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

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

IN REPLY PLEASE
REFER TO FILE: **AS-0**

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramon Boulevard
Monterey Park, California 91754-2169



(323) 264-4151

March 29, 1999

Superior Property Service
Mr. Larry DeCrona
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

I would like to take this opportunity to extend our appreciation and thanks for your efforts and support. The East Los Angeles Sheriff's Station "VIDA" program has had a close working relationship with you in a joint effort to keep the city free of the unsightly graffiti. Not only do you keep the new graffiti off the buildings and walls, but you do this at a great risk to your employees. I recall our units going into the field in order to provide security for your crews, because of gang threats and attempts to stop you in your effort to remove the unsightly graffiti.

You have worked closely with the "VIDA" program in providing tools and materials so that the young boys and girls can also remove the graffiti they help to put on the walls of our city. You take the time to help teach them how to properly paint walls and how to paint vines, which is an excellent deterrent for future graffiti.

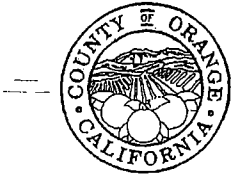
We sincerely hope that our working relationship and joint effort to keep East Los Angeles graffiti free will continue for years to come.

Sincerely,

LEROY D. BACA, SHERIFF

Thomas P. Angel, Captain
East Los Angeles Station

A Tradition of Service



COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana, CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.

The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
(626) 285-7171



August 16, 1999

Mr. Larry DeCrona
Superior Property Services
Superior Pressure Washing, Inc.
1415 East McFadden Avenue, Suite D
Santa Ana, California 92705

Dear Mr. DeCrona:

On August 3, 1999, personnel from the Temple Sheriff's Station and members of the South San Gabriel Community Advisory Committee conducted a community barbeque for the residents of South San Gabriel, in recognition of the 16th Annual National Night Out. As part of this event, you donated a large supply of "glow sticks" through Supervisor Molina's Field Office in El Monte, to be given to all the children who attended the barbeque. The glow sticks were a big hit with all the children and added a nice touch to the event.

On behalf of the Los Angeles County Sheriff's Department and the members of the South San Gabriel Community Advisory Committee, I would like to thank you for your generous contribution to this event. Your donation helped make the evening a success and created a joyful environment for all the children and their families. It is acts like these that are helping to strengthen the bond between the community and law enforcement.

Additionally, I would also like to thank you for taking the time out of your busy schedule to attend the last South San Gabriel Community Advisory Committee meeting which was held at Temple Station on July 15, 1999. I appreciate your professionalism and your willingness to listen to and work with the residents of this community regarding their concerns about graffiti and its removal.

A Tradition of Service

Mr. Larry DeCrona

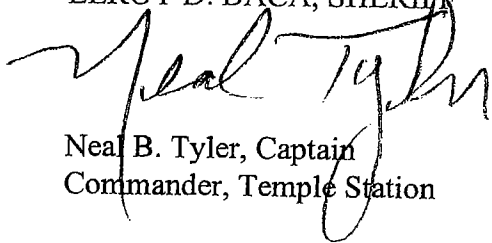
-2-

August 16, 1999

If at anytime you should need our assistance regarding graffiti in the South San Gabriel community, please feel free to contact Deputy Dana Chemnitzer of my staff at (626) 292-3330.

Sincerely,

LERROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Neal B. Tyler". The signature is written in a cursive style with a large, sweeping initial "N".

Neal B. Tyler, Captain
Commander, Temple Station

LAND USE SERVICES DEPARTMENT

385 North Arrowhead Avenue • San Bernardino, CA 92415-0187
(909) 387-4141 • Fax (909) 387-4288
<http://www.sbcounty.gov/landuseservices>



COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT SERVICES GROUP

MICHAEL E. HAYS
Director

March 7, 2006

To Whom It May Concern:

Since October 2004, the County of San Bernardino Land Use Services Department - Code Enforcement Division has contracted with Superior Property Services to provide graffiti removal in the unincorporated CDBG qualified areas of the Second Supervisorial District.

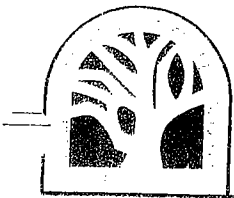
Superior Property Services has provided the personnel, supplies, and equipment necessary to respond to the County's complaints in this area. They have worked hard to provide the requested services and meet the required response time frames.

Based on this experience I would recommend Superior Property Services for graffiti removal services. If you have further questions or wish to discuss Superior's performance, feel free to call me (909-387-4148).

Sincerely,

A handwritten signature in cursive script, appearing to read "Ruth M. Rice".

Ruth M. Rice, Administrative Supervisor II
County of San Bernardino
Land Use Services Department



CITY OF CLAREMONT

Community Services Department

1616 Monte Vista Avenue
Claremont, CA 91711-2913
FAX (909) 445-7822
www.ci.claremont.ca.us

Director • (909) 399-5432
Trees • (909) 399-5431
Maintenance • (909) 399-5431
Solid Waste • (909) 399-5431
Oak Park Cemetery • (909) 399-5487

February 20, 2007

Superior Property Services Inc.
Attn: Nancy Hernandez
1415 East McFadden Avenue, Suite D
Santa Ana, CA 92705

Dear Ms. Hernandez,

I just wanted to send you a quick note to let you know how much we appreciated your effort last Friday to get someone into the city to respond to the graffiti located at 144 North Indian Hill Boulevard.

The business owner called us immediately to commend the service that your company provides. If there are any additional expenses associated with this call out, please indicate them on your next invoice.

Once again, thank you for the excellent service.

Sincerely,

Stacey Niemeyer
Management Analyst

LAND USE SERVICES DEPARTMENT

COUNTY OF SAN BERNARDINO
PUBLIC AND SUPPORT
SERVICES GROUP



CODE ENFORCEMENT DIVISION
2315 S. MOUNTAIN AVENUE, STE E, ONTARIO, CA 91764
(909) 458-1540 • Fax (909) 458-1500

MICHAEL E. HAYS
Director

March 9, 2006

To Whom It May Concern,

RE: Superior Property Services Inc.

I confirm that I have dealt with Superior Property Services Inc. since 2004, during which time they have provided San Bernardino County Code Enforcement graffiti removal services for the 2nd and 4th Supervisorial Districts. They have always responded to our requests for service in a timely manner and have provided excellent quality work. Their employees have been easy to work with and are always easily accessible to our staff. Their work has been a major factor in helping us provide the residents of San Bernardino County a better quality of life.

I can confidently recommend Superior Property Services Inc. as a solid and reliable graffiti abatement contractor.

Sincerely,

IGNACIO NUNEZ
CODE ENFORCEMENT OFFICER III
SAN BERNARDINO COUNTY CODE ENFORCEMENT

MARK UFFER
County Administrative Officer

NORMAN A. KANOLD
Assistant County
Administrator
Public and Support
Services Group

Board of Supervisors

BILL POSTMUS, Vice Chair First District DENNIS HANSBERGER Third District
PAUL BIANE Second District GARY C. OVITTS Fourth District
JOSIE GONZALES Fifth District

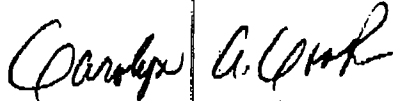
July 2, 2004

Dear Sir,

Recently we requested help from you in removing graffiti from the outside wall of our community center which is located at 9408 S. Budlong Avenue in Los Angeles. You came and removed every trace. The wall looks like new! We are so appreciative.

Thank you for your efforts in helping us maintain our mission. Not only did you help us, you also aided in restoring pride to the community.

Again, thank you from the bottom of our hearts. May God richly bless you.



Rev. Carolyn Cooks, Pastor
Sunnyside Baptist Church
Community Center

Nancy
Great job
Thanks
JL

Sunnyside Baptist Church Community Center Mission Statement:

To make a spiritual, educational, and social impact on the lives of the people in the community starting with youth through senior citizen by 1 Timothy 4: 12 ...be thou an example of the believers, in word, in conversation, in charity, in spirit, in faith, in purity.

LOS ANGELES UNIFIED SCHOOL DISTRICT
Local District 5

Roy Romer, Superintendent of Schools
Carmen Schroeder, Local Superintendent

Rowan Avenue Elementary School

600 South Rowan Avenue Los Angeles California 90023
(323) 261-7191 FAX: (323) 261-0610
5013C Tax ID# 95-6101193

Frank Beltrán, Principal

Patricia Ann Staten, Asst. Principal
Sylvester Harris III, Asst. Principal

July 7, 2005

Dear Superior Graffiti Services,


On behalf of Rowan Ave Elementary School and the surrounding community, we thank you so much for your generous contribution to our East LA Mural Painting Day on June 25th, 2005. We sincerely appreciate your donation of 1800 square feet of paint primer and graffiti protective coating, as well as the time and services provided by your crew. Included is a certificate of appreciation from County Supervisor Gloria Molina acknowledging your significant contributions. We could not have had such a successful event without your support.

Over 350 community members including students from Rowan Ave ES, Hollenbeck MS, Stevenson MS, Garfield HS, and Roosevelt HS enjoyed participating in the Mural Day together. We also had many family members, community organizations, media, and representatives of School Board member David Tokofsky and Supervisor Gloria Molina in attendance. The event was truly a community effort, encompassing over 20 participating organizations and donors. We gratefully acknowledged your contribution on a poster displayed at our welcome table.

The beautiful mural, located on Princeton St. between S. Rowan and S. Eastman, spans 300 feet. It tells the story of the history of the East Los Angeles area, celebrating cultures from the Aztecs to the Gabrieleños, local Native American inhabitants. The mural serves a dual purpose: to deter graffiti for years to come, and to teach a lesson about heritage, respect, and knowledge. The huge success of this event was a testament to the entire community that together we can create positive changes in our world.

We invite you to come and see this wonderful piece of community art at any time. Once again, thank you for helping make this empowering day possible.

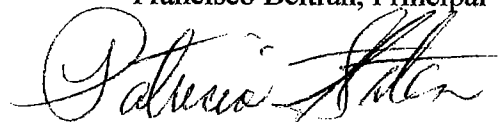
Sincerely,



Pearl Chang Esau, Mural Day Coordinator



Francisco Beltrán, Principal



Patricia Staten, Assistant Principal



Sylvester Harris, Assistant Principal

ATTACHMENT B**Bid Detail Information****Bid Number :** PW-ASD 693**Bid Title :** GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES**Bid Type :** Service**Department :** Public Works**Commodity :** GRAFFITI REMOVAL SERVICES**Open Date :** 10/4/2007**Closing Date :** 10/18/2007 10:00 AM**Bid Amount :** N/A**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Graffiti Removal at Various Flood Control Facilities (2007-PA0049). The total annual contract amount of this service is estimated to be \$185,000 for the East Area, \$170,000 for the West Area, and \$320,000 for the South Area. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/graffitiflood.pdf> or from Mr. Benjamin Sandoval at (626) 458 7334, Monday through Thursday, 7 a.m. to 5 p.m.

Each area will be awarded and evaluated independently. Proposers may submit a proposal for one or more areas. Proposers may submit one proposal package for all three areas. However, the Work Plan/Staffing Plan must be customized for each area.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, possessing, at the time of proposal submission, a valid and active C-33 State Contractor's license and the Proposer or its managing employee must have a minimum of three years' experience performing graffiti removal services.

A Proposers' Conference will be held on Thursday, October 18, 2007, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room D. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, October 31, 2007, at 5:30 p.m. Please direct your questions to Mr. Sandoval at the number above.

Contact Name : Benjamin Sandoval**Contact Phone# :** (626) 458-7334**Contact Email :** bsandoval@dpw.lacounty.gov**Last Changed On :** 10/4/2007 6:18:42 PM[Back to List Window](#)

ATTACHMENT C.1

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Gang Alternatives Program
My County (WebVen) Vendor Number: 51714301

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission. (Attach copy of Local SBE certification.)
 I AM
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Partnership Corporation Nonprofit Franchise
 Other (Please Specify):
Total Number of Employees (including owners): 64
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2	1	5	16
Hispanic/Latino			4	1	16	15
Asian or Pacific Islander						
American Indian						
Filipino					1	
White			1	1	1	

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: [Signature] Title: Executive Director Date: Nov 7, 07

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Urban Graffiti Ents., Inc.

My County (WebVen) Vendor Number: 52010701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	1	1	4		14	3
Asian or Pacific Islander						
American Indian						
Filipino						
White			1	1	2	

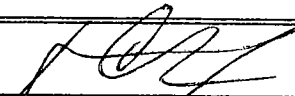
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
<u>State of California</u>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
<u>LA County</u>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		

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

Authorized Signature: 	Title: <u>President</u>	Date: <u>10/31/2007</u>
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**County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: **WOODS MAINTENANCE SERVICES, GRAFFITI CONTROL SYSTEMS**
 My County (WebVen) Vendor Number: **05696501**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
 I AM
 As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Partnership Corporation Nonprofit Franchise
 Other (Please Specify):
 Total Number of Employees (including owners): **75**
 Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			20	3	43	4
Asian or Pacific Islander						
American Indian						
Filipino			1		1	
White	1	1				

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	50 %
Women	%	%	%	%	%	50 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: **Benny K Woods** Title: **PRESIDENT** Date: **10/26/07**

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

I AM

As an eligible ^{state} Local SBE, I request this proposal/bid be considered for the Local SBE Preference ^{(see} attached

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 36						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	2	1	20	10
Asian or Pacific Islander						
American Indian						
Filipino						
White	2					

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	98 %
Women	%	2 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title: President	Date: 10/31/07
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